

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	GRANT OF SERCURITY INTEREST -- TRADEMARKS		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
YP INTERACTIVE LLC (formerly known as Ingenio LLC)		02/20/2014	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PNC Bank, National Association, AS COLLATERAL AGENT		
<b>Street Address:</b>	225 Fifth Avenue		
<b>Internal Address:</b>	6th Floor		
<b>City:</b>	PITTSBURGH		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	15222		
<b>Entity Type:</b>	Bank: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85810825	POLICY WINGMAN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2125935955		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
<b>Phone:</b>	212-756-2336		
<b>Email:</b>	melissa.karp@srz.com		
<b>Correspondent Name:</b>	M. Karp c/o Schulte Roth & Zabel LLP		
<b>Address Line 1:</b>	919 Third Avenue		
<b>Address Line 2:</b>	22nd Floor		
<b>Address Line 4:</b>	New York, NEW YORK 10022		
<b>ATTORNEY DOCKET NUMBER:</b>	052355.0003		
<b>NAME OF SUBMITTER:</b>	Melissa Karp (052355.0003)		

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Signature:	/kc for mk/
Date:	02/28/2014
<b>Total Attachments: 3</b> source=Trademark Grant of Security Interest for YP Interactive LLC (Feb 2014)#page1.tif source=Trademark Grant of Security Interest for YP Interactive LLC (Feb 2014)#page2.tif source=Trademark Grant of Security Interest for YP Interactive LLC (Feb 2014)#page3.tif	

GRANT OF SECURITY INTEREST- - TRADEMARKS

YP INTERACTIVE LLC

WHEREAS, YP Interactive LLC (formerly known as Ingenio LLC) (the "Grantor") has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Grantor has entered into a Pledge and Security Agreement, dated November 13, 2012 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of PNC Bank, National Association, as the Collateral Agent for itself and certain lenders (in such capacity, together with its successors and assigns, if any, the "Grantee"); and

WHEREAS, pursuant to the Security Agreement, the Grantor has assigned to the Grantee and granted to the Grantee for the benefit of the Secured Parties (as defined in the Security Agreement) a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with, among other things, 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 and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement); provided, however, that, notwithstanding anything to the contrary in this Grant of Security Interest – Trademarks, Collateral shall not include any intent-to-use United States trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the United States Patent and Trademark Office, provided that, upon such filing and acceptance, such intent-to-use applications shall be included in the definition of Collateral;

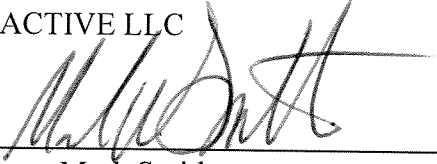
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby pledge, convey, sell, assign, transfer and set over unto the Grantee and grants to the Grantee for the benefit of the Grantee and the Lenders a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the 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 WITNESS WHEREOF, the Grantor has caused this Grant of Security Interest  
-Trademarks to be duly executed by its officer thereunto duly authorized as of February  
20, 2014.

YP INTERACTIVE LLC

By:



Name: Mark Smith

Title: Chief Financial Officer

SCHEDULE A TO GRANT OF SECURITY INTEREST

Trademarks and Trademark Applications

Title	Registration or Serial Number
POLICY WINGMAN	85/810825

Owned by YP Interactive LLC (formerly known as Ingenio LLC)