TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

 SUBMISSION TYPE:
 NEW ASSIGNMENT

 NATURE OF CONVEYANCE:
 ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
U.S. Bank		102/28/2014	National Association: UNITED STATES

RECEIVING PARTY DATA

Name:	CHA Media LLC	
Street Address:	160 Inverness Drive West, Suite 400	
City:	Englewood	
State/Country:	COLORADO	
Postal Code:	80112	
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE	

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	2891520	CINCINNATI BELL DIRECTORY
Registration Number:	1646240	THE WORK BOOK
Registration Number:	1665468	THE WORK BOOK
Registration Number:	3665800	HYP MEDIA
Registration Number:	1954015	PHONE BOOK RECYCLING
Serial Number:	86066406	CINCYMEDIA
Serial Number:	86066387	ARCTICREACH
Serial Number:	86018239	ARCTICREACH MEDIA
Serial Number:	86052142	HAWAII REACH MEDIA
Serial Number:	86066401	LOCAL SEARCH. SIMPLIFIED.
Serial Number:	86066396	HAWAIIREACH

CORRESPONDENCE DATA

Fax Number: 3127069000

TRADEMARK REEL: 005230 FRAME: 0708

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Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 312-701-8623

Email: rassmus@mayerbrown.com, jbrewer@mayerbrown.com,

msherlock@mayerbrown.com

Correspondent Name: Richard Assmus
Address Line 1: P.O. Box 2828

Address Line 4: Chicago, ILLINOIS 60690-2828

ATTORNEY DOCKET NUMBER:	13424140
NAME OF SUBMITTER:	Richard M. Assmus
Signature:	/RMA/
Date:	03/05/2014

Total Attachments: 6

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (the "<u>Assignment</u>") is effective as of February 28, 2014 (the "<u>Effective Date</u>"), by and between U.S. Bank National Association ("<u>Assignor</u>"), and CHA Media LLC, a Delaware limited liability company ("<u>Assignee</u>").

WHEREAS, pursuant to the Base Indenture, dated as of October 18, 2007, by and among Local Insight Media Finance LLC, ACS Media Finance LLC and CBD Media Finance LLC (collectively, the "Co-Issuers") and Assignor (as amended by that certain First Supplement to Base Indenture, dated as of July 25, 2008, by and among the Co-Issuers, HYP Media Finance LLC ("HYP," and together with the Co-Issuers, the "Grantors") and the Trustee, the "Base Indenture"), and that certain Series 2008-1 Supplement to the Base Indenture, dated as of the July 25, 2008, by and among the Grantors and the Trustee (the "Supplement"), each Grantor granted to Assignor, for the benefit of the Secured Parties, a security interest such Grantor's right, title and interest in certain collateral, including all of the Grantors' right, title and interest in and to all Intellectual Property used in connection with such entities' Directory Businesses, including Trademarks;

WHEREAS, pursuant to Section 9.4(i)(iii) of the Base Indenture, each Grantor granted to Assignor an absolute power of attorney upon the occurrence and during the continuance of an Event of Default, generally to sell, transfer, pledge, license, lease, otherwise dispose of, make any agreement with respect to or otherwise deal with any of the Collateral in such manner as is consistent with the New York UCC as fully and completely as though the Assignor were the absolute owner thereof for all purposes, and to do at the Grantors' expense, at any time, or from time to time, all acts and things which the Assignor deems necessary to protect, preserve or realize upon the Collateral and the security interest therein, in order to effect the intention of the Base Indenture, all as fully and effectively as the Grantors might do, including signing any document which may be required for the protection and/or enforcement of the Collateral and/or the Liens created thereunder, including any document which may be required by the United States Patent and Trademark Office in order to effect an absolute assignment of all right, title and interest in or to any such Intellectual Property, and recording the same;

WHEREAS, an Event of Default has occurred and is currently continuing under the Base Indenture with respect to the Grantors;

WHEREAS, subject to the terms of the Base Indenture and the Related Documents (as defined therein) and the Supplement, the Control Party (as defined therein) has the power to direct the time, method and place of the exercise of rights and remedies by the Assignor under the Base Indenture, the Related Documents, the Supplement, the Uniform Commercial Code and other applicable law;

WHEREAS, in the exercise of such power, the Control Party has directed the Assignor to cause the sale of certain assets, including certain trademarks held by the Grantors, to the Assignee on the terms of that certain Foreclosure Asset Purchase Agreement, dated as of the date hereof, among Kith Media LLC, Local Insight Media Finance Holdings LLC, the Grantors, the Assignor, the Control Party and the Assignee (the "Asset Purchase Agreement") in exchange

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for the Secured Note issued by the Assignee in favor of the Assignor, for the benefit of the noteholders under the Base Indenture and the Supplement; and

WHEREAS, Assignee desires to acquire from Assignor, and Assignor desires to transfer to Assignee, rights to such trademarks;

NOW, THEREFORE, in consideration of the mutual agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

- 1. Assignor hereby assigns, transfers and conveys to Assignee all of the Grantors' right, title and interest in and to the trademarks set forth on Schedule A hereto, together with (i) all related common-law rights and the goodwill of the business associated therewith or symbolized thereby; (ii) the right to file for and obtain registrations for any of the foregoing; and (iii) the right to bring an action at law or in equity for any infringement, dilution or other unauthorized use of the foregoing prior to the Effective Date and to collect all damages and proceeds therefrom (the foregoing, collectively, "Assigned Marks"). Assignee shall hold all right, title and interest in and to the Assigned Marks as fully and exclusively as same would have been held and enjoyed by the Grantors had the above assignment not been made.
- 2. At Assignee's request and expense, Assignor will take such further actions and execute promptly such further documents as are necessary or desirable to transfer, vest, record and perfect good, valid and marketable title to and rights in the Assigned Marks in Assignee. Assignor hereby authorizes Assignee to request the relevant registrars, registries and government entities and offices to record this Assignment and take all other necessary and desirable actions to further the intents and purposes of the Assignment.
- 3. This Assignment shall be governed by and construed in accordance with the laws of the State of New York. Any dispute relating to this Assignment shall be resolved solely in the state or federal courts located in Manhattan, New York.

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U.S. BANK NATIONAL ASSOCIATION solely in its capacity as Trustee under, and as defined in, the Base Indenture	CHA MEDIA LLC
By: Name: Title:	Name: W. Aaron Bowlds Title: General Counsel and Secretary

[Trademark Assignment]

U.S. BANK NATIONAL ASSOCIATION solely in its capacity as Trustee under, and as defined in, the Base Indenture	CHA MEDIA LLC
By: Name: Brian Gle! Title: Asst. Vice President	By: Name: Title:

Acknowledged and Agreed by:

CBD MEDIA FINANCE LLC

HYPMEDIA FINANCE LLC

Name: Dorlla A rufus
Title:

By: Dal AM Name: Dosqua A Myers Title: PLO & CEO

ACS MEDIA FINANCE LLC

LOCAL INSIGHT MEDIA FINANCE LLC

By: Dougla & MyTitle: Pass (ZEO

By: Dougles A My Name: Dougle A Myors Title: Dass. & LEO

SCHEDULE A

<u>Trademark</u>	Registration or Serial No.	Grantor Owner
CINCINNATI BELL DIRECTORY	2,891,520	CBD Media Finance LLC
THE WORK BOOK	1,646,240	CBD Media Finance LLC
THE WORK BOOK	1,665,468	CBD Media Finance LLC
CINCY MEDIA & DESIGN	86/066,406	CBD Media Finance LLC
ARCTIC REACH & DESIGN	86/066,387	ACS Media Finance LLC
ARCTIC REACH MEDIA	86/018,239	ACS Media Finance LLC
HYP MEDIA	3,665,800	HYP Media Finance LLC
PHONE BOOK RECYCLING & DESIGN	1,954,015	HYP Media Finance LLC
HAWAII REACH MEDIA	86/052,142	HYP Media Finance LLC
LOCAL SEARCH. SIMPLIFIED.	86/066,401	Local Insight Media Finance LLC
HAWAII REACH (and design)	86/066,396	HYP Media Finance LLC

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RECORDED: 03/05/2014

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