

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
CONSOLIDATED COMMUNICATIONS DIRECTORIES INC.		08/29/2003	CORPORATION: DELAWARE
MCLEODUSA PUBLISHING COMPANY		08/29/2003	CORPORATION: IOWA
NATIONAL DIRECTORY COMPANY		08/29/2003	CORPORATION: ILLINOIS
YELLOW BOOK HOLDINGS INC.		08/29/2003	CORPORATION: DELAWARE
YELLOW BOOK OF NEW YORK, INC.		08/29/2003	CORPORATION: DELAWARE
YELLOW BOOK USA, INC.		08/29/2003	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	HSBC BANK PLC
Street Address:	8 CANADA SQUARE
City:	LONDON
State/Country:	UNITED KINGDOM
Postal Code:	E14 5HQ
Entity Type:	PUBLIC LIMITED COMPANY INCORPORATED IN ENGLAND AND WALES:

**PROPERTY NUMBERS Total: 32**

Property Type	Number
Registration Number:	2411406
Registration Number:	2598878
Registration Number:	2333130
Registration Number:	2199151
Registration Number:	2012265
Registration Number:	2081848
Registration Number:	2372055
Registration Number:	2388371

**CH \$815.00 2411406**

Registration Number:	2036019
Registration Number:	2194550
Registration Number:	2219875
Registration Number:	2010154
Serial Number:	78087763
Serial Number:	78087961
Serial Number:	75699910
Registration Number:	2511482
Registration Number:	2191399
Registration Number:	2194676
Serial Number:	75632019
Registration Number:	1854655
Registration Number:	2215463
Serial Number:	75079466
Serial Number:	74386113
Serial Number:	74386101
Serial Number:	75037465
Serial Number:	75530963
Registration Number:	2097023
Registration Number:	2151922
Registration Number:	2183393
Registration Number:	2183392
Registration Number:	2149799
Registration Number:	2149798

**CORRESPONDENCE DATA**

Fax Number: (212)878-8375  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: (212) 878-8000  
Email: trademark.group@cliffordchance.com  
Correspondent Name: CLIFFORD CHANCE US LLP  
Address Line 1: 200 PARK AVENUE  
Address Line 4: NEW YORK, NEW YORK 10166

ATTORNEY DOCKET NUMBER:	100528/1 LNDN A2052/07801
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DOMESTIC REPRESENTATIVE

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Christine F. Benton

Total Attachments: 9

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**IP Security Agreement**") dated August 29, 2003, is made by the persons listed on the signature pages hereof (collectively, the "**Grantors**") in favor of HSBC Bank plc, as security trustee (the "**Security Trustee**") for the Secured Parties (as defined in the Facilities Agreement referred to below).

**WHEREAS**, Yellow Book Holdings Inc., Yellow Book/McLeod Holdings, Inc., McLeodUSA Media Group, Inc. and Yellow Book USA, Inc. and certain of their affiliates as borrowers and/or guarantors have entered into a Facilities Agreement dated 8 July, 2003 (said agreement, as amended and restated on August 12, 2003, August 26, 2003 and as it may hereafter be amended, amended and restated, supplemented or otherwise modified from time to time, being the "**Facilities Agreement**") with ABN AMRO Bank N.V. and HSBC Bank plc as joint mandated lead arrangers, the financial institutions listed in Part II of Schedule 1 thereof as lenders and HSBC Bank plc as Facility Agent and Security Trustee. Terms defined in the Facilities Agreement and not otherwise defined herein are used herein as defined in the Facilities Agreement.

**WHEREAS**, as a condition subsequent to the making of Loans and the provision of Ancillary Facilities by the Lenders under the Facilities Agreement and the entry into Hedging Agreements by the Hedge Counterpartys from time to time, each Grantor has executed and delivered that certain Security Agreement dated August 29, 2003 made by the Grantors to the Security Trustee (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Security Agreement**").

**WHEREAS**, under the terms of the Security Agreement, the Grantors have granted a security interest in, among other property, certain intellectual property of the Grantors to the Security Trustee for the rateable benefit of the Secured Parties, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

### 1. **Grant of Security**

Each Grantor hereby grants to the Security Trustee for the rateable benefit of the Secured Parties a security interest in and to all of such Grantor's right, title and interest in and to the following (the "**Collateral**"):

- (a) the United States, international, and foreign patents and patent applications set forth in Schedule A hereto together with all reissues, divisions, continuations, continuations-in-part, extensions and re-examinations thereof, and all rights therein provided by international treaties or conventions (the "**Patents**");
- (a) the United States and foreign trademark and service mark registrations and applications set forth in Schedule B hereto (the "**Trademarks**");

- (b) the copyrights and United States and foreign copyright registrations and applications set forth in Schedule C hereto (the "**Copyrights**");
- (c) any and all claims for damages for past, present and future infringement, misappropriation or breach with respect to the Patents, Trademarks and Copyrights, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and
- (d) any and all proceeds of the foregoing.

2. **Security for Obligations**

The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the payment of all obligations of such Grantor now or hereafter existing under or in respect of the Finance Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

3. **Recordation**

Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this IP Security Agreement.

4. **Execution in Counterparts**

This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

5. **Grants, Rights and Remedies**

This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Security Trustee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

6. **Termination**

Upon any sale, lease, transfer or other disposition of any item of Collateral of any Grantor in accordance with the terms of the Finance Documents, the Security Trustee will, at such Grantor's expense, execute and deliver to such Grantor such documents as such Grantor shall reasonably request to evidence the release of such item of Collateral from the assignment and security interest granted hereby; provided, however, that (i) at the time of such request and such release no Event of Default shall have occurred and be continuing, (ii) such Grantor shall have delivered to the Security Trustee, at least 5 Business Days prior to the date of the proposed release, a written request for release describing the item of Collateral, together with a form of release for execution by the

Security Trustee and a certificate of such Grantor to the effect that the transaction is in compliance with the Facilities Agreement and as to such other matters as the Security Trustee may reasonably request and (iii) the proceeds of any such sale, lease, transfer or other disposition required to be applied, or any payment to be made in connection therewith, in accordance with Clause 33 of the Facilities Agreement shall, to the extent so required, be paid or made to, or in accordance with the instructions of, the Security Trustee when and as required under Clause 33 of the Facilities Agreement.

7. **Jurisdiction**

- (a) Each of the parties hereto hereby irrevocably and unconditionally submits, for itself and its property, to the non-exclusive jurisdiction of any New York State court or Federal court of the United States of America sitting in New York City, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this IP Security Agreement, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in any such New York State court or, to the fullest extent permitted by law, in such Federal court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this IP Security Agreement shall affect any right that any party may otherwise have to bring any action or proceeding relating to this IP Security Agreement in the courts of any jurisdiction.
- (b) Each of the parties hereto irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection that it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this IP Security Agreement in any New York State or Federal court. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

8. **Governing Law**

This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

9. **Waiver of Jury Trial**

Each of the parties hereto irrevocably waives all right to trial by jury in any action, proceeding or counterclaim (whether based on contract, tort or otherwise) arising out of or relating to this IP Security Agreement or the actions of the Security Trustee or any other Secured Party in the negotiation, administration, performance or enforcement thereof

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

**CONSOLIDATED COMMUNICATIONS DIRECTORIES INC.**

By:  X  
Name:  
Title:

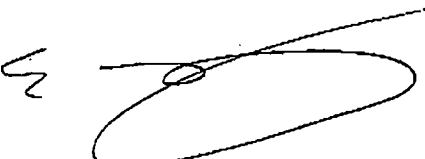
**McLEODUSA PUBLISHING COMPANY**

By:  X  
Name:  
Title:

**NATIONAL DIRECTORY COMPANY**

By:  
Name:  
Title:

**YELLOW BOOK HOLDINGS INC.**

By:  X  
Name:  
Title:

**YELLOW BOOK OF NEW YORK, INC.**

By:  
Name:  
Title:

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



**CONSOLIDATED COMMUNICATIONS DIRECTORIES INC.**

By:  
Name:  
Title:

**McLEODUSA PUBLISHING COMPANY**

By:  
Name:  
Title:



**NATIONAL DIRECTORY COMPANY**

By:   
Name:   
Title:

**YELLOW BOOK HOLDINGS INC.**

By:  
Name:  
Title:

**YELLOW BOOK OF NEW YORK, INC.**

By:   
Name:   
Title:



YELLOW BOOK USA, INC.

By: *John Edson* X  
Name:  
Title:

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**Accepted and Agreed:**

**HSBC BANK PLC**  
as Security Trustee

By: 

Name: Mark Heptinstall

Title: Manager

**SCHEDULE 2**

**TRADEMARK REGISTRATIONS AND APPLICATIONS**

<b>Grantor</b>	<b>Mark</b>	<b>Country</b>	<b>Reg. No.</b>	<b>Applic. No.</b>	<b>Filing Date</b>	<b>Reg. Date</b>
NDC Holdings II, Inc.	None					
National Directory Company	The Search Engine for Everyday Life	USA	#2,411,406			
	The Book the Phone Company Doesn't Want You to See	USA	#2,598,878			
	NDC Yellow Pages and Graphic (Logo)	USA	#2,333,130			
	LOCALTOUCH	USA	#2,199,151			
	LOCALTOUCH (Stylized letters)	USA	#2,012,265			
	Your Official Neighborhood Guide to Community, Friends and Business	USA	#2,081,848			
McLeodUSA Publishing Company	Planet Pages		2372055			
	Planet Pages		2388371			
	Info Indiana		2036019			
	Reach For The Star		2194550			
	In Touch		2219875			
	TDI		2010154			
	Planet Pages		Serial #78-087763	(PENDING)		
WWW.PLANETPAGE S.COM PLANET PAGES AND DESIGN		Serial #78-087961	(PENDING)			
Consolidated Communications Directories Inc.	CCD Consolidated Communications Directories and Design		Serial #75-699910	(PENDING)		
	CCD Consolidated Communications Directories and Design		2511482			
	Spectracolor		2191399			
Yellow Book/McLeod Holdings, Inc.	None					
McLeodUSA Media Group, Inc.	None					
Yellow Book Holdings Inc.	YELL	US	2194676	75200758	Nov. 20, 1996	Oct. 13, 1998
Yellow Book USA, Inc.	YELLOWBOOK.COM	US	Pending	75632019	Feb. 2, 1999	Pending
Yellow Book USA, Inc.	The One Book	US	1854655	74451535	Oct. 27, 1993	Sept. 20, 1994
Yellow Book USA, Inc.	The One Book Yellow Pages	US	2215463	75327052	July 18, 1997	Dec. 29, 1998

Grantor	Mark	Country	Reg. No.	Applic. No.	Filing Date	Reg. Date
Yellow Book USA, Inc.	Yellow Book	US	Pending	75079466	Mar. 27, 1996	Pending
Yellow Book USA, Inc.	Yellow Book	US	Pending	74386113	April 29, 1993	Pending
Yellow Book USA, Inc.	Yellow Book	US	Pending	74386101	April 29, 1993	Pending
Yellow Book USA, Inc.	Let Your Fingers Do the Surfing	US	2105840	75037465	Dec. 26, 1995	Oct. 14, 1997
Yellow Book USA, Inc.	Local Yellow Pages	US	Pending	75530963	Aug. 4, 1998	Pending
Yellow Book Holdings Inc.	Walking Fingers Logo Mouse inside square dot device	US			Apr. 10, 2001 (Priority claim: Apr. 6, 2001)	
Yellow Book Holdings Inc.	Yell with square dot prefix	US			Apr. 10, 2001 (Priority claim: Apr. 6, 2001)	
McLeodUSA Publishing Company	Personal, non-transferable, nonsublicensable license dated April 16, 2002 among: McLeodUSA Publsihing Company, McLeodUSA Incorporated, McLeodUSA Telecommunications Services, Inc.	US	McLeod and Design – Reg # 2097023  McLeod USA and Design – Reg # 2151922  McLeod USA and Design – Reg # 2183393  McLeod USA and Design – Reg # 2183392  McLeod USA and Design – Reg # 2149799  McLeod USA and Design – Reg # 2149798			