

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Confirmation of Security Interest in Trademark Collateral	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Berry Company LLC		09/20/2010	LIMITED LIABILITY COMPANY: COLORADO
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Administrative Agent and Collateral Agent		
Street Address:	P.O. Box 2558		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77252		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	77828562	BERRYLEADS	
Serial Number:	77658152	BE	
Serial Number:	77658156	BERRY	
Serial Number:	77658154	BERRY	
CORRESPONDENCE DATA			
Fax Number:	(212)455-2502		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(212) 455-3605		
Email:	ksolomon@stblaw.com		
Correspondent Name:	Genevieve Dorment, Esq.		
Address Line 1:	Simpson Thacher & Bartlett LLP		
Address Line 2:	425 Lexington Avenue		
Address Line 4:	New York, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	509600/0298		

OP \$115.00 77828562

NAME OF SUBMITTER:	Genevieve Dorment
Signature:	/gd/
Date:	09/20/2010
Total Attachments: 4 source=BryTSl#page1.tif source=BryTSl#page2.tif source=BryTSl#page3.tif source=BryTSl#page4.tif	

CONFIRMATION OF SECURITY INTEREST IN TRADEMARK COLLATERAL

This Confirmation of Security Interest in Trademark Collateral ("Security Interest Confirmation") references the following: (a) the Credit Agreement, dated as of April 23, 2008 (as amended or otherwise modified from time to time, the "Credit Agreement"), among Local Insight Regatta Holdings, Inc. (the "Borrower"), the lenders from time to time party thereto (the "Lenders") and JPMorgan Chase Bank, N.A., as Administrative Agent and Collateral Agent for the Lenders (the "Collateral Agent"); (b) the Guaranty and Collateral Agreement, dated as of April 23, 2008 (as amended or otherwise modified from time to time, the "Guaranty & Collateral Agreement"), among the Borrower, the Guarantors from time to time party thereto and the Collateral Agent; and (c) the Trademark Security Agreement, dated as of April 23, 2008 (as amended or otherwise modified from time to time, the "Trademark Security Agreement"), by Local Insight Yellow Pages, Inc., a predecessor to The Berry Company LLC (the latter, together with its respective successors and assigns, the "Grantor"), in favor of the Collateral Agent.

WHEREAS, pursuant to Section 4.01(a) and 4.01(a)(xi) of the Guaranty & Collateral Agreement, such predecessor of Grantor granted to the Collateral Agent, for the benefit of the Secured Parties (as defined therein), a Security Interest in the Article 9 Collateral (as such terms are defined therein), which includes Intellectual Property, which includes trademarks;

WHEREAS, Grantor succeeded to the obligations and liabilities of Local Insight Yellow Pages, Inc. by merger, and pursuant to Section 4.01(a) and 4.01(a)(xi) of the Guaranty & Collateral Agreement, such Security Interest includes all Intellectual Property (which includes trademarks) "now owned or at any time hereafter acquired by such Grantor in which such Grantor now has or at any time in the future may acquire any right, title or interest";

WHEREAS, pursuant to Section 4.01(b) of the Guaranty & Collateral Agreement, the Collateral Agent is authorized to file with the U.S. Patent and Trademark Office such documents as may be necessary for the purpose of perfecting, confirming, continuing, enforcing or protecting the above Security Interest; and

WHEREAS, the Collateral Agent wishes to record this Security Interest Confirmation pursuant to the authorization in Section 4.01(b), so as to reconfirm and continue to provide all persons with notice of the above security interest in the Grantor's registered trademarks;

NOW THEREFORE, the Collateral Agent submits the following Security Interest Confirmation to the U.S. Patent and Trademark Office.

SECTION 1. Terms. Each capitalized term used but not defined herein shall have the meaning assigned to it in the Guaranty & Collateral Agreement or the Credit Agreement. The rules of construction specified in Section 1.2 of the Credit Agreement also apply to this Security Interest Confirmation.

SECTION 2. Confirmation of Security Interest. Pursuant to the authority granted to the Collateral Agent in Section 4.01(b) of the Guaranty & Collateral Agreement, the Collateral Agent hereby submits this Security Interest Confirmation to the U.S. Patent and Trademark

Office to confirm the grant of the Security Interest pursuant to Section 4.01(a) of the Guaranty & Collateral Agreement by Grantor to the Collateral Agent, for the benefit of the Secured Parties, in respect of all of such Grantor's right, title or interest in or to the registered trademarks listed on Exhibit A hereto.

SECTION 3. Guaranty & Collateral Agreement. Pursuant to the Trademark Security Agreement, the Collateral Agent's rights with respect to the Security Interest in the attached trademark registrations included in the Article 9 Collateral are fully set forth in the Guaranty & Collateral Agreement, the terms and provisions of which were incorporated in the Trademark Security Agreement by reference as if fully set forth therein.

SECTION 4. Governing Law. THIS SECURITY INTEREST CONFIRMATION SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

Dated: September 20, 2010

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

By:


Name: _____
Title:

EXHIBIT A – Registered Trademarks

See attached.

U.S. Trademarks/Trademark Applications

Title	Reg. No./ App. No.
BERRYLEADS	77/828,562
BE AND DESIGN	77/658,152
BERRY	77/658,156
BERRY AND DESIGN	77/658,154