

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	TRADEMARK SECURITY AGREEMENT

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
TBC Finance Holdings, Inc.		11/18/2011	CORPORATION: DELAWARE
Berry Agency LLC		11/18/2011	LIMITED LIABILITY COMPANY: DELAWARE
WLS LLC		11/18/2011	LIMITED LIABILITY COMPANY: DELAWARE
The Berry Company, LLC		11/18/2011	LIMITED LIABILITY COMPANY: COLORADO
TBC Holdings II, Inc.		11/18/2011	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Wilmington Trust, National Association, as collateral agent
<b>Street Address:</b>	Rodney Square North
<b>Internal Address:</b>	1100 North Market Street
<b>City:</b>	Wilmington
<b>State/Country:</b>	DELAWARE
<b>Postal Code:</b>	19890
<b>Entity Type:</b>	National Association: UNITED STATES

**PROPERTY NUMBERS Total: 21**

Property Type	Number	Word Mark
Registration Number:	3944900	BE
Registration Number:	3093847	BERRY SALES & MARKETING SOLUTIONS
Registration Number:	3132076	BERRYADVANTAGE
Registration Number:	1605880	THE BERRY COMPANY
Registration Number:	3618351	I LOCAL INSIGHT YELLOW PAGES
Registration Number:	3508547	LOCAL INSIGHT YELLOW PAGES
Registration Number:	3775327	MOST USED DIRECTORY THE LOCAL FAVORITE
Registration Number:	3184373	THE NAME THAT BUILDS BUSINESS

CH \$540.00 3944900

Registration Number:	3805367	MOBILE MINI
Registration Number:	3999031	YELLOW PAGES YOUR WAY
Registration Number:	3620968	YOUR LINK TO LINCOLN
Registration Number:	3808653	YOUR LOCAL LEADS EXPERT
Serial Number:	77658156	BERRY
Serial Number:	77828562	BERRYLEADS
Serial Number:	77658154	BERRY
Serial Number:	85289356	THINK YELLOW, GO GREEN
Serial Number:	78834521	WINDSTREAM
Serial Number:	78834519	WINDSTREAM
Serial Number:	78834510	WINDSTREAM
Serial Number:	78834516	WINDSTREAM
Serial Number:	78854981	WINDSTREAM W

**CORRESPONDENCE DATA**

Fax Number: (212)593-5955  
Phone: 212-756-2552  
Email: marisa.davidson@srz.com  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Correspondent Name: M. Davidson c/o Schulte Roth & Zabel LLP  
Address Line 1: 919 Third Avenue  
Address Line 2: 22nd Floor  
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	029044-0070
NAME OF SUBMITTER:	Marisa Davidson (029044-0070)
Signature:	/kc for md/
Date:	11/22/2011

**Total Attachments: 7**

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**Trademark Security Agreement**

**Trademark Security Agreement**, dated as of November 18, 2011, by TBC Finance Holdings, Inc., TBC Holdings II, Inc., The Berry Company, LLC, WLS LLC and Berry Agency LLC (each a "Grantor" and collectively, the "Grantors"), in favor of WILMINGTON TRUST, NATIONAL ASSOCIATION, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, each Grantor is party to a Security Agreement dated as of November 18, 2011 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which each Grantor is 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, each Grantor hereby agrees with the Collateral Agent as follows:

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

SECTION 2. Grant of Security Interest in Trademark Collateral. Each 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 Article 9 Collateral of such Grantor:

- (a) Trademarks of such 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 Security 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 Security Agreement and each 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 Security 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 Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations (other than contingent indemnification obligations for which no claim has been made) and termination of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Grantors 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.


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, the 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,


TBC FINANCE HOLDINGS, INC.,  
as Grantor

By:   
Name: Richard G. Hallé  
Title: Chief Financial Officer and Treasurer


BERRY AGENCY LLC,  
as Grantor

By:   
Name: Richard G. Hallé  
Title: Chief Financial Officer and Treasurer


WLS LLC, as Grantor

By:   
Name: Richard G. Hallé  
Title: Chief Financial Officer and Treasurer

THE BERRY COMPANY, LLC, as Grantor

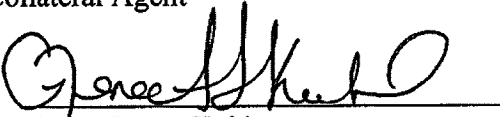
By:   
Name: Richard G. Hallé  
Title: Chief Financial Officer and Treasurer

TBC HOLDINGS II, INC., as Grantor

By:   
Name: Richard G. Hallé  
Title: Chief Financial Officer and Treasurer

Accepted and Agreed:


WILMINGTON TRUST, NATIONAL ASSOCIATION,  
as Collateral Agent

By: 

Name: Renee Kuhl  
Title: Vice President

**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS, TRADEMARK APPLICATIONS AND**  
**TRADEMARK LICENSES**

Trademark Registrations owned by Berry Agency LLC:

<b>Trademark Name</b>	<b>Application Number</b>	<b>Filing Date</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Status</b>
BE & design	77/658,152	28-Jan-2009	3,944,900	12-Apr-2011	Registered
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
THE BERRY COMPANY	73/819443	15-Aug-1989	1,605,880	10-Jul-1990	Registered, 2 <sup>nd</sup> Renewal filed 7/21/2010
LOCAL INSIGHT YELLOW PAGES & design 	77/423895	17-Mar-2008	3,618,351	12-May-2009	Registered
LOCAL INSIGHT YELLOW PAGES	77/423899	17-Mar-2008	3,508,547	30-Sept-2008	Registered
THE MOST USED DIRECTORY THE LOCAL FAVORITE & design	77408246	28-Feb-2008	3,775,327	13-April-2010	Registered
THE NAME THAT BUILDS BUSINESS	78/312730	13-Oct-2003	3,184,373	12-Dec-2006	Registered
MOBILE MINI	77/587114	22-Oct-2010	3,8055,367	22-Jun-2010	Registered (pending assignment from Local Insight Media Holdings, LLC)
YELLOW PAGES YOUR WAY	77/914404	19-Jan-2010	3,999,031	19-July-2011	Registered
YOUR LINK TO LIN-	78/752960	14-Nov-	3,620,968	12-May-2009	Registered

<b>Trademark Name</b>	<b>Application Number</b>	<b>Filing Date</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Status</b>
COLN YOUR LOCAL LEADS EXPERT	77586714	2005 7-Oct-2008	3,808,653	22-June-2010	Registered Supplemental Register 6-22-10 (pending assignment from Local Insight Media Holdings, Inc. to The Berry Company, LLC)

**Trademark Applications owned by Berry Agency LLC:**

<b><u>Mark</u></b>	<b><u>Int'l Class/ Goods And Services</u></b>	<b><u>Application Ser. No./</u></b>	<b><u>Filing Date</u></b>	<b><u>Status</u></b>
BERRY	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	77/658,156	1/28/2009	Pending
BERRYLEADS	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	77/828,562	9/17/2009	Pending
BERRY & design	16, printed telephone directories 41, publication of telephone directories 42, computer services and website consulting services et al	77/658,154	1/28/2009	Pending
THINK YELLOW, GO GREEN	40, recycling services, namely collection and recycling of telephone directories	85/289,356	4/7/2011	Pending



**Trademark Licenses owned by Berry Agency LLC:**

- WINDSTREAM name, Class 35, filed 3/10/06 – U.S. Serial No. 78/834521
- WINDSTREAM name, Class 37, filed 3/10/06 – U.S. Serial No. 78/834519
- WINDSTREAM name, Class 38, filed 3/10/06 – U.S. Serial No. 78/834510
- WINDSTREAM name, Class 41, filed 3/10/06 – U.S. Serial No. 78/834516
- WINDSTREAM with flourish “W” logo, Class 38, filed 4/5/06, U.S. Serial No. 78/854981
- The "All you need" tag line
- The phrase “grow places”