

TRADEMARK LICENSE AGREEMENT

EXHIBIT J
FORM OF
TRADEMARK LICENSE AGREEMENT

This Trademark License Agreement (“Agreement”) is entered into as of August __, 2002 (the “Effective Date”) between Qwest Communications International Inc., a Delaware corporation having its principal place of business at 1801 California Street, Denver, Colorado 80202 (“Qwest”), Dex Holdings LLC, a Delaware limited liability company having its principal place of business at _____ (“Buyer”), SGN LLC, a Delaware limited liability company having its principal place of business at _____ (“SGN”), and GPP LLC, a Delaware limited liability company having its principal place of business at _____ (“GPP”).

RECITALS

WHEREAS, Qwest is the owner of the Qwest family of trademarks and trade names, including but not limited to the Marks (as defined below);

WHEREAS, Qwest, Qwest Services Corporation (“QSC”), Qwest Dex, Inc. (“Qwest Dex”) and Buyer have entered into that certain purchase agreement, dated as of August __, 2002 (the “Dexter Purchase Agreement”), pursuant to which Qwest Dex has agreed, subject to the terms and conditions set forth therein, to (a) contribute certain of its assets and liabilities to SGN, and (b) sell all of the outstanding interests in SGN to Buyer on the terms and conditions set forth therein;

WHEREAS, concurrently with the execution of the Dexter Purchase Agreement, Qwest, QSC, Qwest Dex and Buyer entered into that certain other purchase agreement, dated as of August __, 2002 (the “Rodney Purchase Agreement”), pursuant to which Qwest Dex has agreed, subject to the terms and conditions set forth therein, to (a) contribute assets and liabilities to GPP following consummation of the transactions contemplated by the Dexter Purchase Agreement, and (b) sell all of the interests in GPP to Buyer on the terms and conditions set forth therein;

WHEREAS, Licensee (as defined below) wishes to license from Qwest the right to use the Marks in connection with the advertising, marketing and sale in the Service Areas (as defined below) by Licensee of the Licensed Products (as defined below), for the Term (as defined below) and subject to the terms and conditions of this Agreement, to allow Licensee to transition to the use of alternative marks and names;

NOW, THEREFORE, in consideration of the foregoing recitals and the covenants, conditions, representations, warranties and other terms set forth in this Agreement, the parties agree as follows:

1. DEFINITIONS

For all purposes of this Agreement: (a) the terms defined in this Agreement include the plural as well as the singular; (b) all references in this Agreement to designated "Articles," "Sections" and other subdivisions are to the designated Articles, Sections and other subdivisions of the body of this Agreement; (c) pronouns of either gender or neuter include, as appropriate, the other pronoun forms; (d) the words "herein," "hereof" and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or other subdivision; (e) "or" is not exclusive; (f) "including" and "includes" will be deemed to be followed by "but not limited to" and "but is not limited to," respectively; (g) any definition of or reference to any law, agreement, instrument or other document herein will be construed as referring to such law, agreement, instrument or other document as from time to time amended, supplemented or otherwise modified; (h) any definition of or reference to any statute will be construed as referring also to any rules and regulations promulgated thereunder; and (i) references to a "party" in this Agreement shall refer to Qwest, on one hand, and Licensee and Buyer, on the other hand.

For the purposes of this Agreement, the following terms shall have the following meanings:

1.1 "Ancillary Products" shall mean the current and future direct marketing products and services, including direct marketing through the use of (a) enhanced lists; (b) direct mail; (c) email; and (d) customer relationship management.

1.2 "Dexter Purchase Agreement" shall have the meaning set forth in the Recitals.

1.3 "Directory Products" shall have the meaning set forth in the Publishing Agreement.

1.4 "Exclusive Field" shall mean those activities in which Qwest is expressly prohibited from engaging by operation of the Noncompetition Agreement.

1.5 "First Closing Date" shall mean Closing Date, as defined in the Dexter Purchase Agreement.

1.6 "ILEC" shall mean the incumbent local exchange carrier.

1.7 "Licensed Directory Products" shall mean Directory Products consisting principally of listings of subscribers having local exchange telephone service in the Service Areas.

1.8 "Licensed Products" shall mean the current and future Licensed Directory Products and Ancillary Products of Licensee and the Licensee Websites.

1.9 “Licensee” shall mean (a) SGN from and after the First Closing Date and until Second Closing (if such date occurs) or after Separation (as applicable), and (b) each of SGN and GPP upon the Second Closing (if such date occurs) and thereafter.

1.10 “Licensee Party” shall have the meaning set forth in Section 7.11.

1.11 “Licensee Websites” shall mean Licensee’s World Wide Web sites that are directed primarily at providing telephone directory information to the public in the Publisher Region, provided that such Web sites (a) are owned and controlled by or on behalf of Licensee, and (b) are used principally for marketing and selling Licensed Directory Products.

1.12 “Marketing Guidelines” shall have the meaning set forth in Section 2.5.6.

1.13 “Marks” shall mean the Qwest trademarks and trade names set forth in Appendix A.

1.14 “Objectionable Content” shall have the meaning set forth in Section 3.3.

1.15 “Overlap Areas” shall have the meaning set forth in the IP Contribution Agreement.

1.16 “Overlap Qwest Areas” shall have the meaning set forth in the IP Contribution Agreement.

1.17 “Primary Directories” shall have the meaning set forth in the Publishing Agreement.

1.18 “Promotional Goods” shall have the meaning set forth in Section 2.3.

1.19 “Publishing Agreement” shall mean the Publishing Agreement for Official Listings/Directories entered into by and between QC, Buyer, SGN and GPP, as of the date of this Agreement.

1.20 “Publisher Region” shall have the meaning set forth in the Publishing Agreement. If the Second Closing does not occur, the Publisher Region shall continue to have the meaning in effect as of the First Closing Date (as defined in the Publishing Agreement).

1.21 “QC” shall mean Qwest Corporation, a Colorado corporation.

1.22 “QSC” shall have the meaning set forth in the recitals.

1.23 “Qwest Dex” shall have the meaning set forth in the recitals.

1.24 “Qwest Site” shall mean the Qwest World Wide Web site located at www.qwest.com, and any successor sites thereto.

1.25 “Qwest Territory” shall mean the Retained Qwest Region and the Overlap Qwest Areas.

1.26 “Retained Qwest Region” shall mean the territory comprised of the seven (7) states of Arizona, Idaho, Montana, Oregon, Utah, Washington and Wyoming.

1.27 “Rodney Purchase Agreement” shall have the meaning set forth in the recitals.

1.28 “Second Closing” shall have the meaning set forth in the Publishing Agreement.

1.29 “Separation” shall have the meaning set forth in the Professional Services Agreement.

1.30 “Service Area” shall have the meaning set forth in the Publishing Agreement.

1.31 “Subscribers” shall have the meaning set forth in the Publishing Agreement.

1.32 “Telecommunications Services” shall have the meaning set forth in the Publishing Agreement.

1.33 “Term” shall mean the period commencing upon the Closing Date and ending on the earlier of (a) five (5) years after the Closing Date, or (b) termination of this Agreement or the Publishing Agreement.

1.34 “Termination Notice” shall have the meaning set forth in Section 4.3.

1.35 “Voice Portal Directory” shall have the meaning set forth in the Noncompetition Agreement.

Capitalized terms used herein and not defined herein shall be as defined in the Dexter Purchase Agreement.

2. LICENSE AND RIGHTS

2.1 *License.* Subject to the terms and conditions of this Agreement, Qwest hereby grants to Licensee, under the rights of Qwest in and to the Marks, a paid-up, non-transferable (except as set forth in Section 7.5) license to use the Marks during the Term on (a) Licensed Directory Products and Ancillary Products of Licensee and as part of the advertising, marketing and sale thereof, in each case solely in the Service Areas and solely for Licensed Directory Products and Ancillary Products of Licensee targeted primarily at end users in the Service Areas, and (b) Licensee Websites.

2.2 *Exclusivity; Treatment of National Accounts.*

2.2.1 The license rights granted in Section 2.1 shall be exclusive as to any licensed activities directed principally at the Exclusive Field for so long as and to the extent Qwest is prohibited from engaging in such licensed activities under operation of the Noncompetition Agreement. Without limiting the generality of the foregoing, the license rights granted in Section 2.1 shall not, in any event, be exclusive (a) with respect to the Overlap Areas, (b) with respect to Service Areas as to which Qwest has terminated Licensee's right and/or obligation to publish Licensed Directory Products in accordance with the Publishing Agreement (and the license rights shall not apply to such Service Areas), (c) with respect to Ancillary Products, (d) with respect to the use of the Marks as permitted in Section 2.2.2(b), or (e) following the Second Closing, with respect to GPP when exercised by SGN, or with respect to SGN when exercised by GPP.

2.2.2 In addition, notwithstanding the geographical limitation on the licenses granted to Licensee, nothing in this Agreement will preclude Licensee (or its agents or representatives) from using the Marks: (a) in soliciting actual or potential accounts located outside the Publisher Region (whether or not such accounts are or will be subscribers of QC or any other local exchange carrier) for Licensed Directory Products targeted primarily at end users in the Service Areas; or (b) in the Publisher Region on (i) Primary Directories published by Qwest Dex as of the Effective Date and set forth in Appendix B, which Primary Directories include Subscriber listings for geographic regions where QC is not the ILEC ("Overlap Books"), and (ii) those Directory Products that are in production or in the process of production by Qwest Dex as of the Effective Date and set forth in Appendix B, which Directory Products include Subscriber listings for geographic regions where QC is not the ILEC, provided that Licensee's right to use the Marks on such Directory Products shall terminate with respect to Directory Products covering a geographic region for which QC becomes the ILEC as a result of an acquisition of the stock or assets of, or via a merger or other business combination transaction with, the entity previously providing local telephone service as the ILEC in the geographic regions at which such Directory Products are targeted. Similarly, notwithstanding the exclusivity of the licenses granted to Licensee, nothing in this Agreement will preclude Qwest or its Affiliates (or its or their agents or representatives) from using the Marks in soliciting actual or potential accounts located inside the Publisher Region (whether or not such accounts are or will be subscribers of QC or any other local exchange carrier) for Licensed Directory Products targeted primarily at end users outside the Publisher Region.

2.3 *Promotional Goods.* Qwest acknowledges that Licensee's right to use the Marks as part of the sale and marketing of the Licensed Products in the Service Areas includes the right to use the Marks in the Service Areas on Promotional Goods, provided that such Promotional Goods (a) are of a quality commensurate with similar promotional goods distributed by Qwest during the period between the First Closing Date and the Second Closing (or during the remainder of the Term if the Second Closing does not occur) in the Qwest Territory; (b) are provided free or for a nominal charge; and (c) are provided only to customers or potential customers of Licensee in connection with the marketing and sale of the Licensed Products of Licensee. "Promotional Goods" are goods of a wholesome nature (such as T-shirts, hats, cups and golf balls) that are used as promotions or premiums in connection with the marketing or sale of Licensed Products.

The foregoing acknowledgement shall not be construed to grant any rights to sublicense the Marks, provided that Licensee may, subject to the other terms and conditions of this Agreement, engage manufacturers to manufacture such Promotional Goods on Licensee's behalf solely for supply to Licensee.

2.4 Ownership. Licensee and Buyer each acknowledge that (as between Qwest and its Affiliates, on the one hand, and Licensee and Buyer, on the other) Qwest is the sole owner of all right, title and interest in and to the Marks, including related goodwill, and that the Marks constitute valuable assets of Qwest. Licensee and Buyer each acknowledge that it has not acquired, and will not acquire, any ownership rights in the Marks or any related goodwill. Neither Licensee nor Buyer shall anywhere in the world challenge the validity of the Marks, or Qwest's ownership of the Marks, or the enforceability of Qwest's rights therein, or oppose any registration or application for registration (made by or under the authorization of Qwest or its Affiliates) of any of the Marks. All uses of the Marks by Licensee shall inure to the benefit of Qwest. In addition, neither Buyer nor Licensee shall knowingly take or omit to take, or authorize the taking or omission of, any action that could reasonably be expected to dilute or adversely affect any of the Marks or Qwest's ownership thereof or the validity, enforceability, registration or application for registration thereof, or any related goodwill. Notwithstanding the foregoing, nothing in this Agreement will affect the assignment to, and ownership by, SGN of the name and mark "Dex," whether on a stand-alone basis or when used with any other mark (other than the Marks or any other marks of Qwest or its Affiliates, or any marks confusingly similar thereto) to form a composite or unitary mark.

2.5 Limitations on Use. The parties agree on the following as both covenants and conditions of this Agreement:

2.5.1 Licensee shall not (and has no right to) sublicense any of the Marks, except that Licensee may grant sublicenses of the Marks as reasonably required for the advertising and marketing of the Licensed Products for the benefit of Licensee, provided that such advertisement and marketing are subject to the requirements of this Agreement, including but not limited to the quality control provisions hereof.

2.5.2 Licensee may use the Marks only as and in the form licensed hereunder. As part of the foregoing, Licensee may use the name and mark "Qwest" only with the name and mark "Dex" as a combination to form the name and mark "QwestDex," and/or "Qwest Dex," and shall not (and has no right to) use the name or mark "Qwest" (whether as a trademark or otherwise) other than in such combination, and the size and other indications of prominence of "Qwest" shall be similar (in size and prominence) to the size and prominence of "Dex" in any use of the Marks. In no event shall Licensee use the Marks in connection with the sale or marketing of products or services other than the Licensed Products.

2.5.3 Licensee shall not (and has no right to) use the Marks in a domain name or domain name registration.

2.5.4 Notwithstanding anything in the Publishing Agreement (including this Branding Exhibit), Licensee shall not (and shall have no right to) use the Marks in or in connection with the sale, marketing or promotion of Voice Portal Directories.

2.5.5 Licensee shall not (and has no right to) use the Marks as a corporate name or as a trade name. In addition, Licensee shall not (and has no right to) use the Marks in combination with the name or mark of any provider of Telecommunications Services or in a manner implying any association of the Marks with the name or marks of a provider of Telecommunications Services other than Qwest (including any use of the name or mark of any provider of Telecommunications Services in any prominent manner on the front cover or spine of a Directory Product, on the home page of any Licensee Websites, or on any other introductory interface of other Directory Products, in electronic media, digital media or other forms where the Marks are used).

2.5.6 Licensee shall not intentionally use the Marks in a manner that will jeopardize their validity or detract from Qwest's goodwill or interest therein. Licensee shall comply with the conditions set forth in the "Qwest Brand Identity Guidelines" located at www.qwest.com/brandidentity, as reasonably modified by Qwest (provided that such modification is applied generally and Licensee is given prior notice thereof through availability on the Qwest Site or such other commercially reasonable means chosen by Qwest) from time to time (the "Marketing Guidelines"), with respect to the style, color, appearance, and manner of use of the Marks. Qwest will provide Licensee with necessary passwords to access the Qwest Brand Identity Guidelines.

2.5.7 Licensee shall, as reasonably requested by Qwest, mark the use of the Marks (or in the case of multiple uses of a Mark in any particular material, the first prominent use of such Mark) with (a) the superscript "R" symbol (®) or superscript "TM" symbol (™), as applicable, and (b) such legend as is reasonably requested by Qwest from time to time, such as the phrase "'Qwest Dex' is a trademark of Qwest Communications International Inc. and used under license." Licensee shall also take such other steps as may reasonably be requested by Qwest to evidence Qwest's ownership and the license to Licensee of the Marks.

2.6 Maintenance, Renewal, and Enforcement.

2.6.1 Licensee agrees reasonably to cooperate with Qwest, at Qwest's expense for out-of-pocket costs, in connection with the preparation and filing of any applications for registration, renewals, and other documentation reasonably determined by Qwest to be necessary or advisable to obtain, protect, preserve or enforce Qwest's rights in the Marks. Licensee acknowledges that any such applications for registration, renewals and other documentation relating to the Marks shall be in the name of Qwest, and Licensee hereby assigns, and agrees to assign, any rights with respect thereto that Licensee has or may in the future have.

2.6.2 In the event that Licensee learns of any unauthorized use or other infringement of the Marks or of any trademark (including any service mark or trade name) confusingly similar to "Qwest," any Mark, or any other trademark (including any

service mark or trade name) that Licensee knows to be held by Qwest, Licensee shall promptly notify Qwest of such infringement.

2.6.3 Qwest reserves the right to bring legal actions for all past, present, and future infringement of the Marks or any related intellectual property rights and for any related unfair competition. Licensee agrees to cooperate as reasonably requested by Qwest, at Qwest's expense for out-of-pocket costs, in any efforts by Qwest to enforce its rights in the Marks, including actions for infringement of the Marks or related intellectual property rights and any efforts to bring related actions for unfair competition.

2.6.4 Qwest shall have the sole right and responsibility with respect to the registration, maintenance or enforcement (including bringing of legal actions for infringement of) of the Marks, provided that the foregoing shall not affect Licensee's right to register, maintain or enforce (including bringing of legal actions for infringement) its rights with respect to the "Dex" name and mark. Qwest agrees to provide reasonable cooperation to Licensee (at Licensee's expense) in Licensee's registration, maintenance and enforcement (including bringing of legal actions for infringement) of its "Dex" trademark as such trademark is used in combination with the name and mark "Qwest." The parties will discuss in good faith appropriate steps reasonably required for such registration, maintenance and enforcement (including bringing of legal actions for infringement).

2.7 *Reservation of Rights; No Other Uses.* Qwest retains all rights not expressly granted by it under this Section 2. Subject to Section 7.18, the rights of Licensee to the Marks are only those set forth in this Agreement, and no other rights of Licensee or Buyer shall be implied. Except as expressly set forth herein, no entities affiliated with Licensee or Buyer other than Licensee itself shall have any rights to use the Marks or any other trademark (including any service mark or trade name) of Qwest and no rights to such Marks or other trademarks shall be implied. Licensee shall not use the Marks in any manner whatsoever anywhere in the world other than as expressly authorized by this Agreement. Except as licensed hereunder, Licensee shall not use any trademark (including any service mark or trade name) confusingly similar to "Qwest," or any other Mark.

2.8 [Intentionally blank]

2.9 *Use of "Qwest".* Notwithstanding anything in this Agreement to the contrary, but subject to Section 7.18, nothing in this Agreement will affect the rights of Qwest and its Affiliates (and any Persons authorized by them) to use the name and mark "Qwest" (and any other names and marks in the Qwest family of trademarks and trade names) in any territory (including the Service Areas or the Publisher Region) or on or in connection with any products or services, other than the rights with respect to the Marks (as composite or unitary marks) granted hereunder exclusively to Licensee.

3. QUALITY CONTROL

3.1 *Conduct of Business.* Licensee shall conduct its business in a manner that will reflect positively on the Marks. Licensee shall use the Marks in a manner that does not derogate Qwest's rights in the Marks, and shall not knowingly take action that would interfere with or diminish those rights.

3.2 *Quality of Licensed Products and Related Materials.*

3.2.1 Licensee acknowledges the high standards of quality with which the Marks are associated and the importance to Qwest and its reputation and goodwill of maintaining such high standards of quality in the Licensed Products advertised, marketed and sold under the Marks and in any related advertising, promotional, public relations, and other materials.

3.2.2 Licensee shall maintain a standard of quality for the Licensed Products, and any related advertising, promotional, public relations, and other materials, commensurate with standards previously achieved and maintained by Qwest.

3.3 *No Objectionable Content.* Licensee shall not knowingly use the Marks on or in connection with any good or service or any advertising, promotional, public relations, or other material that is (or contains any content that is) (a) unlawful, harmful, threatening, false, misleading, abusive, tortious, libelous, defamatory, obscene, invasive of another's privacy, infringing of another's rights (including but not limited to intellectual property rights) or offensive; or (b) disparaging or critical of Qwest or its Affiliates or its or their products or services (collectively, "Objectionable Content"). Without limitation of the generality of the foregoing, Licensee agrees that the Licensed Products, including the Licensee Websites featuring the Marks, shall not contain any such Objectionable Content. Qwest agrees that, as of the Effective Date, the Licensed Directory Products as currently published by Qwest Dex and the qwestdex.com website currently operated by Qwest Dex do not contain, to the actual knowledge of Qwest, material that constitutes Objectionable Content.

3.4 *Monitoring of Quality Control.* Licensee shall, upon Qwest's request, (a) provide to Qwest or, at Qwest's request demonstrate to Qwest, Licensed Products that bear, or are marketed or sold using, any of the Marks, and (b) provide to Qwest copies of advertising, promotional, public relations, and other materials that bear any of the Marks or relate to such Licensed Products. Any such requests shall be with reasonable notice and at reasonable intervals.

3.5 *Compliance with Laws.* Licensee shall comply with, and have the sole responsibility for complying with, all applicable laws and regulations, including but not limited to those relating to the Licensed Products and the development, provision, marketing and sales thereof, including, without limitation, to the extent applicable to Licensee, laws and regulations relating to telecommunications services.

3.6 *Enforcement of Standards.* If Qwest determines that Licensee's conduct of its business using the Marks, any Licensed Products using the Marks, or any related

materials (including, without limitation, advertising, promotional, public relations, corporate and other materials using the Marks and the Licensee Websites) materially do not meet the requirements set forth in this Agreement, Qwest may notify Licensee in writing, providing Licensee with a description of the deficiencies. Licensee shall cure such deficiencies (which, if material, Licensee will cure within sixty (60) days after receipt of the notice), and shall provide Qwest with evidence of such cure. If a material deficiency is not cured to the reasonable satisfaction of Qwest within such time period, Qwest shall have the right, effective on notice to Licensee, to suspend use of the Marks only on or in connection with the materially deficient Licensed Products or related materials, and Licensee shall then cease all use of the Marks on or in connection with such materially deficient Licensed Products or related materials until such deficiencies are cured to the reasonable satisfaction of Qwest. Notwithstanding the foregoing, if any deficiency poses a risk to public health or safety, or a risk of causing or contributing to the injury or death of any person or material loss of or damage to any property of third parties, Qwest shall have the right immediately to suspend use of the Marks on or in connection with the deficient Licensed Products or related materials until the deficiencies are cured to the reasonable satisfaction of Qwest. Qwest shall have the right to obtain injunctive relief against marketing or sale of the materially deficient Licensed Product or use of materially deficient materials using the Marks. Nothing in this Section 3.6 shall limit or otherwise modify Qwest's right to terminate this Agreement pursuant to Article 4.

3.7 Equitable Remedies. Licensee acknowledges that a material breach of its obligations under this Agreement, including, without limitation, a material breach of its obligations set forth in Section 2.2, may cause Qwest irreparable damage for which remedies at law may be inadequate. Accordingly, Licensee agrees that in the event of such a material breach, in addition to remedies available at law, Qwest shall have the right to seek injunctive or other equitable relief to stop Licensee's material breach of its obligations under this Agreement.

4. TERM AND TERMINATION

4.1 Term. This Agreement shall commence upon occurrence of the Closing under the Dexter Purchase Agreement, and shall be of no force or effect unless and until the Closing under the Dexter Purchase Agreement occurs. This Agreement shall continue for the Term unless and until terminated under this Article 4.

4.2 Termination by Licensee. Licensee shall have the right to terminate this Agreement, with or without cause, upon thirty (30) days' written notice to Qwest.

4.3 Termination by Qwest. Qwest has the right to terminate this Agreement upon written notice at any time if (a) Licensee or Buyer is in material breach of any term of this Agreement and fails to cure the breach within sixty (60) days after receiving written notice of such breach from Qwest, which notice shall indicate that it is a notice of termination of this Agreement (the "Termination Notice") (or within an additional thirty (30) days if substantial progress is made within the first sixty (60) day period); (b) Licensee or Buyer in good faith disputes that a material breach has occurred within sixty

(60) days of receiving the Termination Notice from Qwest, and the breaching party fails to cure such breach within sixty (60) days after a determination in accordance with the dispute resolution process set forth in Section 7.6 that such material breach has occurred; (c) Licensee ceases active use of the Marks for a substantial period of time; or (d) with respect to a Service Area, if Qwest terminates the Publishing Agreement with respect to that Service Area. For purposes of this Section 4.3, "material breach" shall include, without limitation, the failure of Licensee materially to comply with the quality control standards and other requirements in this Agreement or otherwise associated with the Marks, use of the Marks (other than in connection with any product or service other than a Licensed Product), intentional or repeated use of the Marks in the sale or marketing of Licensed Products (other than as authorized in Section 2), or any attempt to sublicense or assign this Agreement or any rights hereunder except as expressly permitted by this Agreement.

4.4 Termination Without Prejudice. No party will be subject to damages or have any other liability to another solely as a result of such party's terminating this Agreement in accordance with its terms, and any such termination of this Agreement by a party will be without prejudice to any other right or remedy of such party under this Agreement or applicable law.

4.5 Effect of Termination. Upon termination of this Agreement, all licenses and rights granted to Licensee hereunder shall terminate. Without limiting the generality of the foregoing, (a) Licensee shall cease and desist from (i) all display, reproduction and other use of any of the Marks; (ii) all distribution, display, reproduction and other use of any material bearing any of the Marks; (iii) all use of the Marks in a corporate name or domain name, and (iv) all marketing and sale of Licensed Products that use any of the Marks (and, without limitation of the generality of the foregoing, Licensee shall have changed its World Wide Web sites to delete therefrom the name or mark "Qwest" and any other Mark or reference thereto); and (b) Licensee and Buyer shall not adopt or otherwise use anywhere in the world any trademark (including any service mark or trade name) confusingly similar to "Qwest" or the other Marks. The foregoing shall not prohibit continued use of the Marks on those copies of Licensed Directory Products published, or Ancillary Products produced in tangible form, prior to termination of this Agreement, provided that Licensee and Buyer do not conduct any solicitation or any advertising or undertake any other publishing activities using the Marks with respect to any Licensed Directory Products. In addition, Publisher shall not use the Marks on or in connection with Overlap Books covering Service Areas with respect to which the Publishing Agreement has been terminated.

4.6 Transition. The parties understand and agree that Qwest has granted the licenses granted in this Agreement on the understanding that Licensee will be transitioning away from using the Marks in connection with the business, and products and services of Licensee, and Licensee agrees to effectuate such transition in a reasonably expeditious manner (as reasonably determined by Licensee) which will not reflect adversely on Qwest or the Marks. In addition, the parties understand and agree that Licensee may continue to use the existing business signage in use by Qwest Dex as of the

Effective Date, provided Licensee shall replace business signage using any of the Marks (or other Qwest names or trademarks) before the end of the Term.

4.7 Cooperation. Licensee shall cooperate, at Qwest's expense for out-of-pocket costs, with Qwest in preparing and filing of any documentation reasonably determined by Qwest to be necessary or advisable in connection with termination of this Agreement and Licensee's rights with respect to the Marks, and conveying to Qwest any rights that Licensee may have with respect to the Marks. The parties understand and agree that the distinction between Licensee's use of the Marks in the Service Areas and Qwest's use of the Marks are not likely to lead to consumer confusion as to origin. Notwithstanding the foregoing, the parties agree, in addition to anything set forth in the Marketing Guidelines, to offer each other reasonable cooperation in avoiding and dispelling consumer confusion as to each party's products and services marketed using the Marks.

4.8 Survival. Sections 1, 2.4, 2.6.1, 2.6.3, 2.7, 2.9, 3.7, 4.4, 4.5, 4.7, 4.8, 5.2, 6 and 7 shall survive termination of this Agreement.

5. REPRESENTATION AND DISCLAIMER OF WARRANTIES

5.1 Rights to Grant. Qwest represents that it has the right to grant the license granted to Licensee set forth in Section 2.1.

5.2 Disclaimer. EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN SECTION 5.1, LICENSEE ACKNOWLEDGES THAT THE LICENSES AND RIGHTS GRANTED TO IT HEREUNDER ARE GRANTED "AS IS." QWEST HEREBY SPECIFICALLY DISCLAIMS ANY OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT, WHETHER RELATED TO THE MARKS OR OTHERWISE. THE FOREGOING SHALL NOT AFFECT THE REPRESENTATIONS AND WARRANTIES, AND REMEDIES AVAILABLE FOR BREACH THEREOF, SET FORTH IN THE DEXTER PURCHASE AGREEMENT AND THE RODNEY PURCHASE AGREEMENT.

6. PRODUCT CLAIMS

Licensee and Buyer each acknowledge and agree that, except as set forth below, they shall bear all responsibility for, including having all liability arising from and related to, all products and services offered, provided, marketed or sold by or under authorization from Licensee and all uses of the Marks by Licensee. Licensee and Buyer each hereby agree to defend, hold harmless and indemnify Qwest and its Affiliates from and against any losses, claims, suits, damages, costs and expenses (including reasonable attorneys' fees), and other liabilities arising from or related to any such products and services and any uses of the Marks, whether or not a breach of this Agreement, except that Licensee and Buyer shall have no such indemnification obligations for such losses, claims, suits, damages, costs and expenses (including attorneys' fees) and other liabilities to the extent

they arise from claims based on use of the Marks by Licensee when used in accordance with the terms and conditions of this Agreement.

7. MISCELLANEOUS

7.1 Further Assurances. Each party shall execute such documents and take such other steps, if any, as may be reasonably required to convey and/or preserve the rights intended to be conveyed and/or preserved by this Agreement and to effect the purposes hereof.

7.2 No Agency. Nothing in this Agreement shall be deemed to create or constitute a partnership, agency, representative, affiliate, or other relationship (other than the relationship of licensor and licensee) between the parties or constitute any party as the partner, agent, representative, or affiliate of any other party for any purpose. No party shall present itself as (and shall make clear in its advertising, promotional, public relations, corporate and other materials that it is not) a corporate or other affiliate of the other party. Licensee shall, through the legends contemplated by Section 2.5.7 or otherwise, make clear that Licensee is a licensee of Qwest and not a corporate or other affiliate.

7.3 Governing Laws; Compliance with Law. This Agreement and the legal relations between the parties will be governed by and construed in accordance with the laws of the State of New York applicable to contracts made and performed in such State and without regard to conflicts of law doctrines unless certain matters are preempted by federal law. The parties agree to comply with all material federal, state and local laws, rules, regulations, and orders of every kind whatsoever that are applicable to them.

7.4 Amendments; Waivers. Except as expressly provided herein, this Agreement and any attached Exhibit may be amended only by agreement in writing of the parties. No waiver of any provision nor consent to any exception to the terms of this Agreement or any agreement contemplated hereby will be effective unless in writing and signed by the parties and then only to the specific purpose, extent and instance so provided. No failure on the part of a party to exercise or delay in exercising any right hereunder will be deemed a waiver thereof, nor will any single or partial exercise preclude any further or other exercise of such or any other right.

7.5 Assignment. SGN, GPP and Buyer shall not (and shall have no right to) assign, pledge, grant a security interest in or otherwise encumber, or otherwise transfer this Agreement or any of its rights or obligations hereunder, whether voluntarily, involuntarily, by operation of law or otherwise, except that SGN and GPP each may assign, encumber, or otherwise transfer this Agreement, together with all of SGN's or GPP's rights and obligations hereunder, without such consent in connection with a merger, reorganization, reincorporation into another state, or sale of all, or a substantial portion, of SGN's or GPP's business and assets relating to this Agreement, if such assignee agrees to be bound by all of the terms and conditions of this Agreement to the same extent as SGN or GPP. Any purported assignment, sale, delegation or other transfer in violation of this Section 7.5 shall be null and void. Subject to the foregoing

limits on assignment and delegation, this Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns. Qwest may assign this Agreement and its rights and obligations hereunder, but only as a transaction or event that includes a transfer of the Marks and provided that the assignee is subject to all of the terms and conditions of this Agreement to the same extent as Qwest.

7.6 Alternative Dispute Resolution. Any dispute, controversy or claim arising under or related to this Agreement, regardless of the legal theory upon which it is based, will be settled by final, binding arbitration pursuant to the Federal Arbitration Act, 9 U.S.C. § 1 et seq., in accordance with the American Arbitration Association Commercial Arbitration Rules. Nothing herein will, however, prohibit a party from seeking temporary or preliminary injunctive relief in a court of competent jurisdiction. In any arbitration, the number of arbitrators will be three, Qwest, on the one hand, and Licensee, on the other hand, each having the right to appoint one arbitrator, who will together appoint a third neutral arbitrator within thirty (30) days after the appointment of the last party-designated arbitrator. All arbitration proceedings will take place in Denver, Colorado. The arbitrators will be entitled to award monetary and equitable relief, including specific performance and other injunctive relief; provided, however, that only damages allowed pursuant to this Agreement may be awarded. Except as otherwise expressly provided in this Section 7.6, each party will bear the expenses of its own counsel and will jointly bear the expenses of the arbitrators. The arbitrators will allocate the remaining costs of the arbitration proceeding. The parties agree that the arbitrators will include, as an item of damages, the costs of arbitration, including reasonable legal fees and expenses, incurred by the prevailing party if the arbitrators determine that either (a) the non-prevailing party did not act in good faith when disputing its liability hereunder to the prevailing party or when initiating a claim against the prevailing party; or (b) the prevailing party has had to resort to arbitration with respect to a substantially similar claim more than twice in any thirty-six (36) month period. Should it become necessary to resort or respond to court proceedings to enforce a party's compliance with this Section 7.6, such proceedings will be brought only in the federal or state courts located in the State and County of New York, which will have exclusive jurisdiction to resolve any disputes with respect to this Agreement, with each party irrevocably consenting to the jurisdiction thereof. If the court directs or otherwise requires compliance herewith, then all costs and expenses, including reasonable attorneys' fees incurred by the party requesting such compliance, will be reimbursed by the non-complying party to the requesting party.

7.7 Remedies Not Exclusive. Any rights or remedies conferred by this Agreement upon any of the parties shall be in addition to and without prejudice to all other rights and remedies available to the parties, whether arising under applicable law or any other document or agreement executed by the parties.

7.8 Reliance. Each of the parties acknowledges that it is not relying on any statements, warranties or representations given or made by any of them in relation to the subject matter hereof, save those expressly set forth in this Agreement, and that it shall have no rights or remedies with respect to such subject matter other than under this Agreement.

7.9 *Notices.* All notices, demands and other communications to be given or delivered under or by reason of the provisions of this Agreement will be in writing and will be deemed to have been given (a) immediately when personally delivered, (b) when received by first class mail, return receipt requested, (c) one day after being sent by Federal Express or other overnight delivery service, or (d) when receipt is acknowledged, either electronically or otherwise, if sent by facsimile, telecopy or other electronic transmission device. Notices, demands and communications to Licensee and Qwest will, unless another address is specified by Licensee or Qwest hereafter in writing, be sent to the address indicated below:

If to SGN, then to:

If to GPP, then to:

If to Buyer, then to:

Dex Holdings LLC
c/o The Carlyle Group
520 Madison Avenue
41st Floor
New York, New York 10022
Attention: James A. Attwood, Jr.
Fax: (212) 381-4901

With a copy (in the case of notices to SGN, GPP or Buyer) to (which will not constitute notice):

The Carlyle Group
520 Madison Avenue
41st Floor
New York, New York 10022
Attention: James A. Attwood, Jr.
Fax: (212) 381-4901

Welsh, Carson, Anderson & Stowe
320 Park Avenue
Suite 2500
New York, New York 10022-6815
Attention: Anthony J. deNicola
Fax: (212) 893-9548

Latham & Watkins
885 Third Avenue
Suite 1000
New York, New York 10022
Attention: R. Ronald Hopkinson, Esq.
Fax: (212) 751-4864

If to Qwest, then to:

Qwest Communications International Inc.
1801 California Street, Suite 1900
Denver, CO 80202
Attn: Brand Management

With a copy to:

Qwest Communications International Inc.
1801 California Street, Suite 3800
Denver, CO 80202
Attn: Trademark Counsel

With a copy to (which will not constitute notice):

O'Melveny & Myers LLP
1999 Avenue of the Stars, Suite 700
Los Angeles, California 90067
Attention: Steven L. Grossman, Esq.
Fax: (310) 246-6779

7.10 *Expenses.* Except as otherwise provided in this Agreement, each party shall each be responsible for its respective expenses incurred in the course of exercise of its rights and performance of its obligations under this Agreement.

7.11 *Compliance.* Licensee acknowledges that Licensee's Affiliates (except Buyer) are not parties to this Agreement and that Licensee's Affiliates are not licensed hereunder (except to the extent they are sublicensed in accordance with Section 2.5.1). Licensee shall require Buyer and Licensee's other Affiliates not to use any Mark in any manner prohibited of Licensee and not to take any action that Licensee is prohibited from taking. Any act or omission of SGN or any of SGN's Affiliates with respect to the Marks shall constitute an act or omission of Buyer and SGN. Any act or omission of GPP or any of GPP's Affiliates with respect to the Marks shall constitute an act or omission of Buyer and GPP. Notwithstanding the foregoing, but without modification to Article 4, any act or omission of SGN or GPP (each, a "Licensee Party") shall not constitute an act or omission of the other Licensee Party for purposes of assessing money damages.

7.12 *Force Majeure.* No party shall be responsible for its failure to perform due to unforeseen circumstances or causes beyond its control, such as acts of God, wars, riots, embargoes, acts of civil or military authorities, fires, floods, accidents, strikes, or shortages of transportation, facilities, fuel or storage.

7.13 *Severability.* If any provision of this Agreement is held to be unenforceable for any reason, it will be adjusted rather than voided, if possible, to achieve the intent of the parties. All other provisions of this Agreement will be deemed valid and enforceable to the extent possible.

7.14 *Headings.* The descriptive headings of the Articles, Sections and subsections of this Agreement are for convenience only and do not constitute a part of this Agreement.

7.15 *Entire Agreement.* Subject to Section 7.18 below, this Agreement constitutes the entire and only agreement between the parties in relation to its subject matter and replaces and extinguishes all prior or contemporaneous agreements, undertakings, arrangements, understandings or statements of any nature, whether oral, written or otherwise (and whether or not in draft form), with respect to such subject matter.

7.16 *Counterparts.* This Agreement and any amendment hereto or any other agreement delivered pursuant hereto may be executed in one or more counterparts and by different parties in separate counterparts. All counterparts will constitute one and the same agreement and will become effective when one or more counterparts have been signed by each party and delivered to the other parties.

7.17 *Interpretation.* The parties each acknowledge that it has been represented by counsel in connection with this Agreement. Accordingly, any rule of law or any legal decision that would require interpretation of any claimed ambiguities in this Agreement against the party that drafted it has no application and is expressly waived. The

provisions of this Agreement will be interpreted in a reasonable manner to effect the intent of the parties.

7.18 *Other Rights Not Affected.* Notwithstanding anything to the contrary in this Agreement, the parties expressly agree and acknowledge that nothing in this Agreement shall in any way limit the rights and remedies of the parties as expressly set forth in the Transaction Documents and the other Commercial Agreements.

[Intentionally blank]

IN WITNESS WHEREOF, each of the undersigned represents and warrants that he or she is duly authorized to sign this Trademark License Agreement on behalf of the party that he or she represents. Each party has read, understands and agrees to the terms and conditions of this Agreement, and the parties hereto have executed this Trademark License Agreement as of the Effective Date.

QWEST COMMUNICATIONS INTERNATIONAL INC.

By _____

Name: _____

Title: _____

SGN LLC

By _____

Name: _____

Title: _____

GPP LLC

By _____

Name: _____

Title: _____

IN WITNESS WHEREOF, each of the undersigned represents and warrants that he or she is duly authorized to sign this Trademark License Agreement on behalf of the party that he or she represents. Each party has read, understands and agrees to the terms and conditions of this Agreement, and the parties hereto have executed this Trademark License Agreement as of the Effective Date.

“BUYER”

DEX HOLDINGS LLC

By: _____
Name: James A. Attwood, Jr.
Title: Managing Director

By: _____
Name: Anthony J. de Nicola
Title: Managing Member

Appendix A

Marks

Qwest Dex
Qwest Dex Advantage

Appendix B

Primary Directories and Directory Products

GLOBE	AZ	CLINTON	IA	FOREST LK	MN
MOHAVE	AZ	CNCL BL-M	IA	GRD RAPDS	MN
SAFFORD	AZ	DE MOIN-M	IA	L MNETNKA	MN
WICKNBURG	AZ	DE MOIN-V	IA	MNPLS YLL	MN
WINSLOW	AZ	DECORAH	IA	NW SUB AR	MN
YUMA	AZ	DUBUQUE	IA	OWATONNA	MN
CASA GRND	AZ	FT MADSON	IA	RED WING	MN
COCHISE	AZ	IA FALLS	IA	ROCHSTR-M	MN
E VALLEY	AZ	IA G L RG	IA	S RVR SUB	MN
FLAGSTAFF	AZ	IOWA CITY	IA	ST CROIX	MN
GTR NW VA	AZ	MASN CT-M	IA	ST. CLD	MN
GTR SW VA	AZ	MRSHLTOWN	IA	ST. PAUL	MN
PAYSON	AZ	MUSCATINE	IA	ST. PETER	MN
PHOENIX	AZ	OTTUMWA	IA	SWSUBAREA	MN
PRESCOTT	AZ	QUAD CITY	IA	TWN PORTS	MN
TSN CNTRL	AZ	SHNANDOAH	IA	VIRGINIA	MN
TSN EAST	AZ	SIoux CTY	IA	WILLMAR-M	MN
TSN NORTH	AZ	SIouxL NO	IA	WINDOM	MN
TUCSON	AZ	WATRLOO-M	IA	WINONA	MN
ALAMOSA	CO	WBSTR CTY	IA	BILLINGS	MT
GUNNISON	CO	WSTRN SUB	IA	BOZEMAN	MT
SALIDA	CO	BOISE	ID	BUTTE	MT
BRIGHTON	CO	IDAHO FLS	ID	E MONTANA	MT
CANON CTY	CO	LEWISTON	ID	GLASGOW	MT
CO SPRNGS	CO	MALAD	ID	GR FALS-M	MT
CRAIG	CO	MTN HOME	ID	GR FALS-V	MT
DURANGO	CO	NAMPA CLD	ID	HELENA	MT
FT COLLNS	CO	PAYETTE	ID	LEWISTOWN	MT
GRD JNCTN	CO	POCATELLO	ID	MISSOULA	MT
GREELEY	CO	SODA SPGS	ID	WILLISTON	ND
LA JUNTA	CO	TWIN FLS	ID	BSMARCK-M	ND
LAMAR	CO	BEMIDJI	MN	DICKINSON	ND
LEADVILLE	CO	BRAINERD	MN	FARGO	ND
LIMONBURL	CO	FRGUS FLS	MN	GRAFTON	ND
MONTROSE	CO	GLENWOOD	MN	GRND FRKS	ND
N E COLO	CO	LITTL FLS	MN	ND S-CNTL	ND
PUEBLO	CO	MINN N W	MN	WAHPETON	ND
WALSNBURG	CO	MN S W	MN	ALLIANCE	NE
SIouxL SO	IA	MORRIS	MN	FREMONT	NE
STORM LK	IA	SAUK CNTR	MN	GRD ISL-M	NE
ALGONA	IA	WADENA	MN	GRD ISL-V	NE
AMES	IA	AUSTIN	MN	LINCOLN	NE
ATLANTIC	IA	BARNUM	MN	N PLATT-M	NE
BOONE	IA	BUFFALO	MN	N PLATT-V	NE
BURLINGTN	IA	CHISHOLM	MN	NORFOLK	NE
CARROLL	IA	DTROIT LK	MN	OMAHA	NE
CDR RPD-M	IA	E CENTRAL	MN	OMAHA SSW	NE

O'NEILL	NE	PORTLAND	OR	OKANOGAN	WA
SIDNY KMB	NE	ROSEBURG	OR	OLYMPIA	WA
ALAMOGRDO	NM	SALEM	OR	PT ANGLES	WA
ARTESIA	NM	ST HELENS	OR	PT TWNSND	WA
CLOVIS	NM	TILLAMOOK	OR	PUYALLUP	WA
FARMINGTN	NM	ABRDEEN-M	SD	SEATTLE	WA
GALLUP	NM	GLC LKS	SD	SHELTON	WA
LAS CRUCS	NM	NO HILLS	SD	SO KING	WA
LAS VEGAS	NM	RPD CTY-M	SD	SPOKANE	WA
ROSWELL	NM	SD S-CNTL	SD	TACOMA	WA
SANTA FE	NM	SIoux F-M	SD	TRI CITYS	WA
SLVR CITY	NM	SOU FLS-V	SD	VANCOUVER	WA
SOCORRO	NM	YANKTON	SD	WALA WALA	WA
TUCUMCARI	NM	EL PASO W	TX	YAKIMA	WA
BEAVERTON	OR	PRICE	UT	BIG HORN	WY
TIGARD	OR	BRIGHAM	UT	CASPER	WY
ALBANY	OR	HEBR CITY	UT	CHEYENNE	WY
ASTORIA	OR	PROVO	UT	EVANSTON	WY
BAKER	OR	S CENT UT	UT	JACK HOLE	WY
CENTOREGN	OR	SUTHRN UT	UT	LANDER	WY
CLACKAMAS	OR	TOOELE	UT	LARAMIE	WY
CORVALLIS	OR	WASATCH	UT	NE WYOMNG	WY
EAST CNTY	OR	SNO CNTY	WA	RAWLINS	WY
EUGENE	OR	ABERDEEN	WA	ROCK SPGS	WY
FLORENCE	OR	BELLINGHM	WA		
GRANTS PS	OR	CENTRALIA	WA		
HERMISTON	OR	CLE ELUM	WA		
KLAMTH FL	OR	G EASTSDE	WA		
MEDFORD	OR	KITSAP	WA		
NEWPORT	OR	LONGVIEW	WA		
PENDLETON	OR	MOSES LAK	WA		