



Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)

T U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

102359645

Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): 2-5-03
 Broadwing Communications Services Inc. (f/k/a IXC
 Communications Services, Inc.)

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other _____

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and Address of receiving party(ies)

Name: Citicorp USA, Inc.

Internal Address: _____

Street Address: 388 Greenwich Street

City: New York State: NY Zip: 10013

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State: Delaware
 Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document from assignment)
 Additional name(s) & address(es) attached: Yes No

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: November 15, 2002

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)
See Attached

B. Trademark Registration No.(s)
See Attached

Additional number(s) attached Yes No

6. Total number of applications and registrations involved: 28

7. Total fee (37 CFR 3.41)..... \$ 1,275.00
 Enclosed
 Authorized to be charged to deposit account

8. If check is missing or otherwise insufficient, charge deposit account number:
50-0324

(Attach duplicate copy of this page if paying by deposit account)

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Intellectual Property Docketing

Internal Address: SHEARMAN & STERLING

Street Address: 599 Lexington Avenue

City: New York State: NY Zip: 10022

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Alexander M. Kim [Signature] January 28, 2003
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 14

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

02/06/2003 DBYRNE 00000042 75149496
01 FC:8521 40.00 OP
02 FC:8587 1175.00 OP
DOCS04/364091.1

Continuation of Trademark Recordation Form Cover Sheet

2. Name of conveying party(ies):

Broadwing Communications Inc.

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State

3. Name of conveying party(ies):

Zoomtown.com Inc.

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State

4. Name of conveying party(ies):

Broadwing Holdings Inc.

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State

5. Name of conveying party(ies):

Broadwing Technology Solutions Inc.

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State

6. Name of conveying party(ies):

Cincinnati Bell Any Distance Inc.

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State

7. Name of conveying party(ies):

Cincinnati Bell Wireless Holdings LLC

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other Limited Liability Company

8. Name of conveying party(ies):

Cincinnati Bell Telecommunications Services Inc. (effective after Sept. 30, 2002)

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State

9. Name of conveying party(ies):

Cincinnati Bell Public Communications Inc.

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State

10. Name of conveying party(ies):

Broadwing Financial LLC

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other Limited Liability Company

11. Name of conveying party(ies):

Broadwing Communications Real Estate Services LLC

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other Limited Liability Company

12. Name of conveying party(ies):

Broadwing Telecommunications Inc.

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State

13. Name of conveying party(ies):

IXC Business Services, LLC

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other Limited Liability Company

14. Name of conveying party(ies):

Broadwing Communications Services of Virginia, Inc.

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State

15. Name of conveying party(ies):

IXC Internet Services, Inc.

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State

16. Name of conveying party(ies):

Broadwing Local Services Inc.

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State

Application Numbers

75/149,496	74/632,760	74/506,877	76/154,156	75/581,725
75/138,637	74/632,534	74/505,972	75/903,569	75/581,398
75/070,494	74/546,282	74/505,970	75/590,512	73/724,665
74/687,775	74/546,189	74/505,579	75/581,726	

Registration Numbers

2034482	1,528,760	1,841,496	1,698,504	1,613,268
2014426	1,800,253	1,785,856	1,698,505	1,613,360
2034165	1,808,447	1,841,495	1,773,835	1,517,486
2006753	1933,591	1,791,075	1,742,500	1,556,132
2042201	1876,090	1,718,813	1,649,715	1,788,963
1527386	1874,835	1,708,159	1,646,297	

NO ADDITIONAL PAGES

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 November 15, 2002, is made by the Persons listed on the signature pages hereof (collectively, the "*Grantors*") in favor of CITICORP USA, INC., as administrative agent (the "*Administrative Agent*") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, the Broadwing Inc. (f/k/a Cincinnati Bell Inc.), an Ohio corporation, and Broadwing Communication Services, Inc. (f/k/a IXC Communications Services, Inc.), a Delaware corporation (together, the "*Borrowers*"), have entered into an Amendment and Restatement of the Credit Agreement originally dated as of November 9, 1999, as amended and restated as of January 12, 2000, and amendments thereto dated as of May 17, 2000, November 3, 2000, June 12, 2001, June 27, 2001, December 13, 2001, March 1, 2002, March 15, 2002, April 18, 2002 and May 1, 2002 (said Amendment and Restatement of the Credit Agreement, as it may hereafter be amended, amended and restated, supplemented or otherwise modified from time to time, being the "*Credit Agreement*") with the Lender Parties, the Agents, the Co-Documentation Agents and the Co-Arrangers (each as defined therein). Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, each Grantor has executed and delivered that certain Amendment and Restatement of the Security Agreement originally dated November 9, 1999 and amended and restated July 17, 2002 made by the Grantors to the Administrative Agent (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 to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, 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:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Administrative Agent for the ratable benefit of the Secured Parties a security interest in all of such Grantor's right, title and interest in and to the following (the "*Collateral*"):

- (i) the patents and patent applications set forth in Schedule A hereto (the "*Patents*");
- (ii) the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in

United States intent-to-use trademark applications until a Statement of Use or an Amendment to Allege Use has been accepted by the U.S. Patent and Trademark Office), together with the goodwill symbolized thereby (the “*Trademarks*”);

(iii) all copyrights, whether registered or unregistered, now owned or hereafter acquired by such Grantor, including, without limitation, the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto (the “*Copyrights*”);

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 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 (i) in the case of each Grantor identified as a “CBI Grantor” on the signature pages hereof, all CBI Obligations, and (ii) in the case of each Grantor identified as a “IXCS Grantor” on signature pages hereof, all IXCS Obligations, now or hereafter existing under or in respect of the Loan 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. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Secured Obligations and that would be owed by such Grantor to any Secured Party under the Loan Documents but for the fact that such Secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

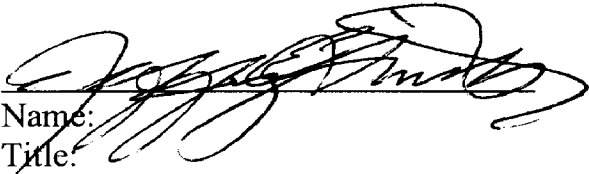
SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 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 Administrative Agent 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.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

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.

BROADWING COMMUNICATIONS
SERVICES INC. (f/k/a IXC
COMMUNICATIONS SERVICES,
INC.)

By 
Name:
Title:

Address for Notices:
201 East Fourth Street
Suite 102-800
Cincinnati, OH 45202
Attn: Corporate Treasurer

BROADWING COMMUNICATIONS INC.
ZOOMTOWN.COM INC.
BROADWING HOLDINGS INC.
BROADWING TECHNOLOGY
SOLUTIONS INC.
CINCINNATI BELL ANY DISTANCE
INC.
CINCINNATI BELL WIRELESS
HOLDINGS LLC
CINCINNATI BELL WIRELESS
COMPANY
CINCINNATI BELL
TELECOMMUNICATIONS
SERVICES INC. (effective after
September 30, 2002)
CINCINNATI BELL PUBLIC
COMMUNICATIONS INC.
BROADWING FINANCIAL LLC
BROADWING COMMUNICATIONS
REAL ESTATE SERVICES LLC
BROADWING
TELECOMMUNICATIONS INC.
IXC BUSINESS SERVICES, LLC
BROADWING COMMUNICATIONS
SERVICES OF VIRGINIA, INC.
IXC INTERNET SERVICES, INC.
BROADWING LOCAL SERVICES INC.

By

Name:

Title:

A large, stylized handwritten signature in black ink, written over the 'Name:' and 'Title:' labels.

Address for Notices:

201 East Fourth Street

Suite 102-800

Cincinnati, OH 45202

Attn: Corporate Treasurer

Patents, Trademarks and Trade Names, Copyrights and IP Agreements

DOMAIN REGISTRATIONS

Domain Name	Registrant
broadwing.net	Broadwing Communications Services Inc.

Schedule B

Owner	Trademark	Country	Application Number	Registration Number
Broadwing Telecommunications Inc.	ASSOCIATION LINK	U.S.A.	74/695,021	2,034,482
	COMLINK	U.S.A.	75/149,496	
	AMERICALINK	U.S.A.	75/138,637	
	PREFERRED LINK	U.S.A.	75/070,494	
	CABLE CALL	U.S.A.	74/687,775	
	MULTILINK	U.S.A.	74/632,760	
	VALUEMASTER	U.S.A.	74/632,75	2,014,426
	LIASON	U.S.A.	74/632,534	
	MESSAGEPRO	U.S.A.	74/563,744	2,034,165
	PRACTI-CALL	U.S.A.	74/559,957	2,006,753
	FLEXIBLE FAX	U.S.A.	74/546,282	
	FLEX FAX	U.S.A.	74/546,189	
	LCR 800	U.S.A.	74/506,877	
	STARTER 800	U.S.A.	74/505,972	
	TOLLMATE	U.S.A.	74/505,970	
BUDGET 800	U.S.A.	74/505,579		
LEAST COST RATING 800	U.S.A.	74/505,632	2,042,201	

Owner	Trademark	Country	Application Number	Registration Number
Broadwing Telecommunications Inc.	CORPORATE CONNECTION	U.S.A.	73/736,809	1,527,386
	EXECUTIVE CONNECTION	U.S.A.	73/736,808	1,528,760
	LEAST COST RATING	U.S.A.	74/211,455	1,800,253
	LONG DISTANCE, CLOSE UP	Canada	705,667	419,245
	TRAVEL LINK	U.S.A.	74/168,771	1,808,447

Owner	Trademark	Country	Application Number	Registration Number
ZoomTown.com Inc.	ZSTART	U.S.A.	76/154,156	
	THE BEST FIT	U.S.A.	75/903,569	
	ZOOMDAY	U.S.A.	75/590,512	
	TURBOZOOM	U.S.A.	75/581,726	
	HYPERZOOM	U.S.A.	75/581,725	
	ZOOMSPEED	U.S.A.	75/581,398	

Owner	Trademark	Country	Application Number	Registration Number
Broadwing Telecommunications Inc.	CUSTOM CONNECTION 800	U.S.A.	74/395,713	1,933,591
	TOTAL CONNECTION 800	U.S.A.	74/395,710	1,876,090
	TOTAL CONNECTION	U.S.A.	74/395,701	1,874,835
	CORPORATE CONNECTION PLUS 800	U.S.A.	74/332,293	1,841,496
	CANADIAN CONNECTION	U.S.A.	74/332,292	1,785,856
	CORPORATE CONNECTION PLUS	U.S.A.	74/332,291	1,841,495
	CUSTOM PREFERRED	U.S.A.	74/289,577	1,791,075
	LONG DISTANCE, CLOSE UP	U.S.A.	74/244,103	1,718,813
	TRAVELMASTER	U.S.A.	74/214,880	1,708,159
	CBLD	U.S.A.	74/144,791	1,698,504
	CBLD (Stylized)	U.S.A.	74/144,865	1,698,505
	CINCINNATI BELL LONG DISTANCE (Stylized)	U.S.A.	74/144,801	1,773,835
	PERK PLUS	U.S.A.	74/208,375	1,742,500
	CUSTOM CONNECTION	U.S.A.	74/081,920	1,649,715
	WE OUTDISTANCE THE COMPETITION	U.S.A.	74/069,516	1,646,297
	EXECUTIVE 800	U.S.A.	74/015,395	1,613,268
	CHOICE 800	U.S.A.	74/015,339	1,613,360
	METRO CONNECTION	U.S.A.	73/724,665	
	TRI-STATE CONNECTION	U.S.A.	73/721,289	1,517,486
	CHOICE THE CLEAR ALTERNATIVE & Design	U.S.A.	73/484,843	1,556,132
BUDGETMASTER	U.S.A.	74/289,576	1,788,963	
CANADIAN CONNECTION	Canada	724,712	436249	