

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BRW Enterprises Inc.		02/23/2005	CORPORATION: OHIO
RECEIVING PARTY DATA			
Name:	CBD Media LLC		
Street Address:	312 Plum Street		
City:	Cincinnati		
State/Country:	OHIO		
Postal Code:	45202		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2891520	CINCINNATI BELL DIRECTORY	
CORRESPONDENCE DATA			
Fax Number:	(513)977-8141		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	5139778113		
Email:	steven.abreu@dinslaw.com		
Correspondent Name:	Steven Abreu		
Address Line 1:	255 East Fifth Street		
Address Line 2:	Suite 1900		
Address Line 4:	Cincinnati, OHIO 45202		
NAME OF SUBMITTER:	Steven Abreu		
Signature:	/stevenabreu/		
Date:	02/24/2005		

OP \$40.00 2891520

Total Attachments: 1

900020275

**TRADEMARK
 REEL: 003034 FRAME: 0434**

ASSIGNMENT OF TRADEMARK

This **ASSIGNMENT OF TRADEMARK** dated February 23, 2005, is made and entered into by and among **BRW ENTERPRISES INC.**, an Ohio corporation with its principal place of business at 201 East Fourth Street, Cincinnati, Ohio 45202 (hereinafter referred to as "Assignor"), and **CBD MEDIA LLC**, a Delaware limited liability company with its principal place of business at 312 Plum Street, Suite 900, Cincinnati, Ohio 45202 (hereinafter referred to as "Assignee").

WHEREAS, Assignor owns the trademark **CINCINNATI BELL DIRECTORY** which is the subject of a registration in the United States Patent and Trademark Office filed on December 1, 2000 and registered on October 5, 2004 and which received U.S. Reg. No. 2,891,520 (the "Mark"); and

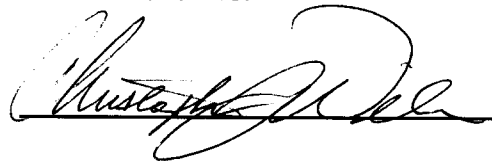
WHEREAS, Assignee desires to acquire the Mark, its above-referenced Registration, and all rights associated with the Mark;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, assigns, and transfers to Assignee all right, title and interest in and to the Mark, its trademark registration, and all good will symbolized by and associated with the business conducted under the Mark and any part thereof, and all income, royalties, damages and payments now or hereafter due or payable in respect thereto, and in and to all causes of action, either in law or in equity, for past, present or future infringement based on such trademark, and in and to all rights corresponding to the foregoing throughout the world.

Assignor agrees to execute all papers and to perform such other proper acts as Assignee may deem necessary to secure to Assignee or to its designee the rights herein assigned.

BRW ENTERPRISES INC.

BY:



NAME: CHRISTOPHER J. WILSON

TITLE: VICE PRESIDENT & GENERAL COUNSEL