

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	RELEASE BY SECURED PARTY

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Toronto Dominion (Texas), Inc., as Administrative Agent		10/18/2007	CORPORATION:

**RECEIVING PARTY DATA**

<b>Name:</b>	CBD Media LLC
<b>Street Address:</b>	312 Plum Street, Suite 900
<b>City:</b>	Cincinnati
<b>State/Country:</b>	OHIO
<b>Postal Code:</b>	45202
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 5**

Property Type	Number	Word Mark
Registration Number:	2157218	TARGET DELIVERY
Registration Number:	1665468	THE WORK BOOK
Registration Number:	1646240	THE WORK BOOK
Registration Number:	1564968	
Registration Number:	2560511	CINCINNATI EXCHANGE

**CORRESPONDENCE DATA**

Fax Number: (312)660-0471  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 312-861-6371  
 Email: rprescan@kirkland.com  
 Correspondent Name: Renee Prescan  
 Address Line 1: 200 E. Randolph Drive  
 Address Line 2: Kirkland & Ellis LLP  
 Address Line 4: Chicago, ILLINOIS 60601

CH \$140.00 2157218

ATTORNEY DOCKET NUMBER:	11644-3 RMP
NAME OF SUBMITTER:	Renee M. Prescan
Signature:	/Renee M. Prescan/
Date:	11/14/2007
Total Attachments: 4 source=LIM - Toronto Dominion TM Release#page1.tif source=LIM - Toronto Dominion TM Release#page2.tif source=LIM - Toronto Dominion TM Release#page3.tif source=LIM - Toronto Dominion TM Release#page4.tif	

**RELEASE OF SECURITY INTEREST IN TRADEMARKS**

**THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS** (this "Release") is made as of October 18, 2007 ("Effective Date") by and between **Toronto Dominion (Texas), Inc.** (as Administrative Agent), with an office at 909 Fannin Street, Suite 1700, Houston, Texas 77010 ("Administrative Agent"), and **CBD Media LLC**, a Delaware limited liability company, with an office at 312 Plum Street, Suite 900, Cincinnati, Ohio 45202 ("Pledgor").

**WHEREAS**, pursuant to the terms and conditions of that certain Trademark Security Agreement by and between Pledgor and Administrative Agent dated March 7, 2002 (the "Trademark Security Agreement"), Pledgor granted to Administrative Agent a continuing security interest in and to all of Pledgor's right, title and interest in and to all of the trademarks, and registrations of and applications to register the foregoing, and all of the trade names and assumed names then owned or thereafter acquired by Pledgor (collectively, the "Trademarks"), and certain trademark licenses to which Pledgor was party (the "Trademark Licenses"), including, without limitation, the United States trademark registrations set forth on Schedule A attached hereto and the Trademark Licenses set forth on Schedule B attached hereto, in each case, together with the goodwill associated therewith;

**WHEREAS**, Pledgor and Administrative Agent entered into the Trademark Security Agreement pursuant to the terms and conditions of that certain Borrower Security Agreement by and between Pledgor and Administrative Agent dated March 7, 2002 (the "Security Agreement");

**WHEREAS**, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office ("PTO") on December 5, 2002, at Reel 2682, Frame 0756; and

**WHEREAS**, Pledgor has paid all of its outstanding indebtedness secured by the Security Agreement.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Administrative Agent hereby terminates the Trademark Security Agreement and the Security Agreement, and hereby terminates, cancels and releases any and all security interests it has against the Trademarks and the Trademark Licenses.

Administrative Agent represents and warrants that it has the full power and authority to execute this Release.

Administrative Agent shall take all further actions, and provide to Pledgor, its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments) requested by Pledgor to more fully and effectively effectuate the purposes of this Release.

\* \* \* \* \*

IN WITNESS WHEREOF, Administrative Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date.

**TORONTO DOMINION (TEXAS), INC.,**  
**as Administrative Agent**

Robyn Zeller

Name: Robyn Zeller

Title: Vice President

**SCHEDULE A**

**U.S. TRADEMARK REGISTRATIONS**

<b>Trademark No.</b>	<b>Filing Date</b>	<b>Mark</b>
2,157,218	11/8/1995	TARGET DELIVERY
1,665,468	7/11/1990	THE WORK BOOK
1,646,240	7/11/1990	THE WORK BOOK
1,564,968	10/27/1988	TALKING YELLOW PAGES LOGO
2,560,511	7/7/1999	CINCINNATI EXCHANGE

**SCHEDULE B**

**TRADEMARK LICENSES**

<b>Mark Licensed</b>	<b>Parties</b>
Cincinnati Bell Directory Mark	CBD Media LLC - Broadwing, Inc.
Cincinnati Bell Yellow Pages Mark and Design	CBD Media LLC - Broadwing, Inc.
The Real Yellow Pages Mark	CBD Media LLC - Bell South Intellectual Property Marketing Corporation