

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|----------------------------------|--|-----------------------|----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| eGIX, Inc. | | 02/01/2008 | CORPORATION: INDIANA |
| EGIX Network Services, Inc. | | 02/01/2008 | CORPORATION: INDIANA |
| RECEIVING PARTY DATA | | | |
| Name: | Cincinnati Bell Any Distance, Inc. | | |
| Street Address: | 221 E. Fourth Street | | |
| City: | Cincinnati | | |
| State/Country: | OHIO | | |
| Postal Code: | 45202 | | |
| Entity Type: | CORPORATION: DELAWARE | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 77268394 | KIVA | |
| Registration Number: | 2564381 | EGIX | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (317)634-6701 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | 317-636-0886 | | |
| Email: | dbadger@usebrinks.com | | |
| Correspondent Name: | David H. Badger, Esq. | | |
| Address Line 1: | One Indiana Square, Suite 1600 | | |
| Address Line 2: | Brinks Hofer Gilson & Lione | | |
| Address Line 4: | Indianapolis, INDIANA 46204 | | |
| ATTORNEY DOCKET NUMBER: | 13453/003 | | |
| NAME OF SUBMITTER: | David H. Badger | | |

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|---|----------------|
| Signature: | /davidhbadger/ |
| Date: | 10/24/2008 |
| Total Attachments: 9 source=TMAssign9#page1.tif source=TMAssign9#page2.tif source=TMAssign9#page3.tif source=TMAssign9#page4.tif source=TMAssign9#page5.tif source=TMAssign9#page6.tif source=TMAssign9#page7.tif source=TMAssign9#page8.tif source=TMAssign9#page9.tif | |

**TRADEMARK
ASSIGNMENT AGREEMENT**

THIS ASSIGNMENT is effective as of JANUARY 31, 2008 (the "Effective Date") from eGIX, Inc., an Indiana corporation ("eGIX") and EGIX Network Services, Inc., an Indiana corporation ("ENS") and together with eGIX, the "Assignors" and individually, an "Assignor") to Cincinnati Bell Any Distance Inc., a Delaware corporation (the "Assignee").

WHEREAS, the Assignee has purchased substantially all of the assets of the Assignors and the Subsidiaries that are used by the Assignors and the Subsidiaries in the operation of the Business pursuant to that certain Asset Purchase Agreement dated of even date herewith by and among the Assignors, the Subsidiaries, and the Assignee (the "Agreement");

WHEREAS, the Assignors are the owners of certain trademark rights; and

WHEREAS, the Assignee is desirous of acquiring the entire right, title and interest in and to said trademark rights in accordance with the terms of the Agreement.

NOW, THEREFORE for good and valuable consideration, the receipt of which is hereby acknowledged, the Assignors hereby agree as follows:

1. **Trademarks.** As of the Effective Date, the Assignors do hereby irrevocably sell, assign, and transfer to the Assignee, its successors and assigns, the Assignors' entire right, title and interest in and to:

a. all trademarks, trade names, service marks, service names, domain names, and applications therefor (listed in Schedule 2.16 of the Agreement) further described in Exhibit A, owned or licensed by the Assignors, related to the Business (the "Trademarks");

b. all registrations and pending applications to register or otherwise obtain legal protection for any of the foregoing;

c. all rights to make application in the future to register or otherwise obtain legal protection for any of the foregoing;

d. all rights of priority under national laws and international conventions with respect to any of the foregoing;

e. all continuations, continuations-in-part, divisions, renewals, extensions, reexaminations, or reissues of any of the foregoing and all related applications therefor;

f. all income, royalties, damages, and payments now or hereafter due or payable in respect thereto;

g. all goodwill of the business associated with the Trademarks;

h. all causes of action (either in law or equity), and the right to sue, counterclaim, and recover for past, present, and future infringement, misappropriation, or dilution thereof of any of the foregoing; and

i. all other rights and privileges corresponding thereto throughout the world.

2. **Further Acts.** The Assignors agree to execute all papers and to perform such other proper acts as Assignee may deem necessary to secure to the Assignee or to its designee the trademark rights herein assigned.

3. **Miscellaneous.**

a. Headings. The headings in this Assignment are for convenience of reference only and shall not limit or otherwise affect any of the terms or provisions hereof.

b. Governing Law. This Assignment and the rights and obligations of the parties hereto shall be governed by and construed and enforced in accordance with the laws of the State of Indiana.


c. Assignability. This Assignment will inure to the benefit of and be binding upon the parties hereto and their respective successors, assigns, estates, heirs and legal representatives.

d. Capitalized Terms. Capitalized terms not otherwise defined herein shall have the same meaning as in the Agreement.

Signature page to follow.

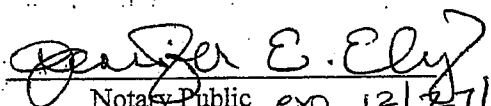
IN WITNESS WHEREOF, the undersigned have executed this instrument as of the date first written above.

EGIX, INC.


By: 
Name: Steven L. Johns
Title: President

STATE OF)
)
COUNTY OF)

Sworn to and subscribed before me this 1st day of February, 2008


Notary Public exp. 12/27/2013

EGIX NETWORK SERVICES, INC.

By: 
Name: Steven L. Johns
Title: President

STATE OF)
)
COUNTY OF)

Sworn to and subscribed before me this 1st day of February, 2008

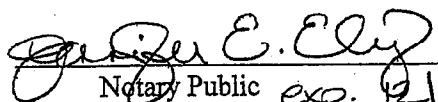

Notary Public exp. 12/27/2013

EXHIBIT A

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TRADEMARKS

1. On February 25, 2005, Netsolutions, Inc. registered the trademark "DSLINDIANA.COM" and Design with the Indiana Secretary of State. The trademark is identified with file number: 2002-0101. The assignment of the trademark to eGIX was recorded with the Indiana Secretary of State on November 14, 2007.

2. On April 23, 2002, eGIX, Inc. registered the trademark "EGIX" with the United States Patent and Trademark Office. The trademark is identified with the registration number: 2,564,381.

3. On February 25, 2005, Netsolutions, Inc. registered the trademark "DSLINDIANA.COM" and Design with the Indiana Secretary of State. The trademark is identified with file number: 2002-0102. The assignment of the trademark to eGIX was recorded with the Indiana Secretary of State on November 14, 2007.

AMENDMENT TO
TRADEMARK ASSIGNMENT AGREEMENT NUNC PRO TUNC

This Amendment to Trademark Assignment Agreement (this "Amendment") is entered into effective as of the 26th day of June, 2008 by and among eGIX, Inc., an Indiana corporation ("eGIX") and EGIX Network Services, Inc., an Indiana corporation ("ENS" and together with eGIX, the "Assignors" and individually, an "Assignor") and Cincinnati Bell Any Distance Inc., a Delaware corporation (the "Assignee").

WHEREAS, the Assignors and Assignee are party to a Trademark Assignment Agreement effective as of January 31, 2008 (the "Agreement").

WHEREAS, Exhibit A of the Agreement erroneously omitted references to the trademarks "KIVA" and "KIVA NETWORKING" of Assignors, which were assigned to Assignee, with their good will, as part of substantially all of the assets of Assignors, pursuant to the Asset Purchase Agreement of January 31, 2008.

WHEREAS, the Assignors and Assignee wish to correct Exhibit A of the Trademark Assignment Agreement to correctly record Assignee's ownership, nunc pro tunc, of the Assignor's trademarks and their associated good will.

NOW, THEREFORE, the Assignors and Assignee hereby agree as follows:

1. **Definitions.** For the purposes of this Amendment, the defined terms used herein shall have the same meanings as given to them in the Agreement.
2. **Amendment.** The Agreement is hereby amended to replace the erroneous Exhibit A originally attached to the Agreement in its entirety and replace it with the Exhibit A attached hereto, nunc pro tunc, so that the Agreement may be recorded with the correct Exhibit A list of the trademarks.
3. **Other Terms.** Except as expressly stated herein, the remaining terms of the Agreement shall remain in full force and effect.
4. **Counterparts.** This Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

Signature page to follow.

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the date first set forth above.

EGIX, INC.

EGIX NETWORK SERVICES, INC.

By: [Signature]
Name: Steven L. Johns
Title: President & CEO

By: [Signature]
Name: Steven L. Johns
Title: President & CEO

STATE OF)
) ss
COUNTY OF)

Sworn to and subscribed by me this 17 day of July, 2008.

Jouett K. Brenzel
Notary Public
My commission expires n/a

CINCINNATI BELL ANY DISTANCE INC.

JOUETT K. BRENZEL
ATTORNEY AT LAW
Notary Public, State of Ohio
My Commission Has No Expiration
Section 147.03 R.C.

By: [Signature]
Name: Steve Brown
Title: IT - BUSINESS DEVELOPMENT

STATE OF)
) ss
COUNTY OF)

Sworn to and subscribed by me this 26th day of June, 2008.

Jouett K. Brenzel
Notary Public
My commission expires n/a

JOUETT K. BRENZEL
ATTORNEY AT LAW
Notary Public, State of Ohio
My Commission Has No Expiration
Section 147.03 R.C.

EXHIBIT A

1. DSLINDIANA.COM and design, as registered with the Indiana Secretary of State, file number 2002-0101.
2. EGIX, as registered with the U.S. Patent and Trademark Office, registration number 2,564,381.
3. DSLINDIANA.COM and design, as registered with the Indiana Secretary of State, file number 2002-0102.
4. KIVA, and U.S. trademark application for registration number 77/268,394, filed August 30, 2007.
5. KIVA NETWORKING, and U.S. trademark application for registration number 77/268,394, filed August 30, 2007.