

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Trademarks

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Bank of America, N.A., as Collateral Agent		11/20/2012	national banking association: UNITED STATES

RECEIVING PARTY DATA

Name:	Cincinnati Bell Inc.
Street Address:	221 East Fourth Street
City:	Cincinnati
State/Country:	OHIO
Postal Code:	45202
Entity Type:	CORPORATION: OHIO

PROPERTY NUMBERS Total: 21

Property Type	Number	Word Mark
Registration Number:	3665613	EVOLVE
Registration Number:	3208784	ZOOMNEWS
Registration Number:	3492004	COMPLETE PROTECTION
Registration Number:	3470823	
Registration Number:	3497925	ZSTREET
Registration Number:	3028633	YOU ADD, WE SUBTRACT.
Registration Number:	3027257	+ -
Registration Number:	2812035	I WIRELESS
Registration Number:	2866989	I WIRELESS
Registration Number:	2371972	CINCINNATI BELL WIRELESS
Registration Number:	1577366	
Registration Number:	1327696	
Registration Number:	2756518	I
Registration Number:	1546153	BELL

OP \$540.00 3665613

TRADEMARK

Serial Number:	77683188	EVOLVE EMOBILITY
Serial Number:	77683157	EVOLVE EMERGE
Serial Number:	77683142	EVOLVE EVANTAGE
Serial Number:	77682887	EVOLVE BUSINESS SOLUTIONS
Serial Number:	77197212	BETTER AS ONE
Serial Number:	77122324	CINCINNATI BELL
Serial Number:	77791423	CONNECT 5

CORRESPONDENCE DATA

Fax Number: 9194168328
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 9192868041
Email: pto_tmconfirmation@mvalaw.com
Correspondent Name: Moore & Van Allen PLLC
Address Line 1: 430 Davis Drive
Address Line 2: Suite 500
Address Line 4: Morrisville, NORTH CAROLINA 27560

ATTORNEY DOCKET NUMBER:	017625-4809 JES
NAME OF SUBMITTER:	John E. Slaughter
Signature:	/John E. Slaughter/
Date:	11/20/2012

Total Attachments: 3
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**TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARKS**

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of November 20, 2012 ("Release"), is made by Bank of America, N.A., as Collateral Agent ("Collateral Agent") in favor of Cincinnati Bell Inc. ("Grantor").

WHEREAS, pursuant to that certain Shared Collateral Security and Pledge Agreement dated as of June 11, 2010 (as amended, restated, supplemented, modified, extended, renewed or replaced from time to time, the "Security Agreement") by and among the Obligor party thereto and the Collateral Agent, the Obligor granted to the Collateral Agent, for the benefit of the holders of the Secured Obligations, a continuing security interest in, and a right to set off against, any and all right, title and interest of Obligor in, to, and under all the Trademarks, Trademark Licenses, and Proceeds of the foregoing;

WHEREAS, pursuant to the Security Agreement, Grantor, an Obligor, executed and delivered to Collateral Agent, for the benefit of the holders of the Secured Obligations, the Notice of Grant of Security Interest in Trademarks dated as of June 11, 2010 ("Notice"); and

WHEREAS, the Notice was recorded at the United States Patent and Trademark Office ("USPTO") on June 14, 2010 at Reel 4223 Frame 0993.

NOW THEREFORE, in consideration of the mutual promises and undertakings set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intention of being legally bound hereby, Collateral Agent, on behalf of the holders of the Secured Obligations, and Grantor agree as follows:

SECTION 1. Defined Terms. All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Security Agreement or Notice.

SECTION 2. Termination and Release. Collateral Agent, on behalf of the holders of the Secured Obligations, without representation, warranty, or recourse, hereby:

(a) terminates, cancels, discharges, and releases the mortgage, pledge, and hypothecation and lien on and security interest in and to the right, title, and interest in, to, and under all the Trademarks, Trademark Licenses, and Proceeds of the foregoing, including, but not limited to, the foregoing listed on Schedule A attached hereto, granted pursuant to the Security Agreement; and

(b) authorizes the recordation of this Release with the USPTO at Grantor's expense.

SECTION 3. Choice of Law. This Release shall be governed by and construed in accordance with the laws of the State of New York.

SECTION 4. Acknowledgement. The release of security interest granted herein expressly does not include a release of the security interest granted pursuant to either the Shared Collateral Security and Pledge Agreement dated as of November 20, 2012 (as amended, restated, supplemented, modified, extended, renewed or replaced from time to time) or the Non-Shared Collateral Security and Pledge Agreement dated as of November 20, 2012 (as amended, restated, supplemented, modified, extended, renewed or replaced from time to time), each by and among the Obligors party thereto (as defined therein) and Bank of America, N.A., in its capacity as collateral agent thereto.

IN WITNESS WHEREOF, the Collateral Agent, on behalf of the holders of the Secured Obligations, has caused this Termination and Release of Security Interest in Trademarks to be duly executed as of the date first set forth above.

Collateral Agent:

BANK OF AMERICA, N.A., as Collateral Agent

By: Don B. Pinzon
Name: Don B. Pinzon
Title: Vice President

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

TRADEMARK
REEL: 004904 FRAME: 0361

Schedule A

Cincinnati Bell Inc.
(Ohio Corporation)

U.S. Trademarks Subject to Security Interest
Granted by Cincinnati Bell Inc.
In Favor of Bank of America, N.A., as Collateral Agent
Recorded June 14, 2010 at Reel 4223 Frame 0993

Registered Marks

Mark	Reg. No.	Reg. Date
EVOLVE	3665613	08/11/09
ZOOMNEWS	3208784	02/13/07
COMPLETE PROTECTION	3492004	08/26/08
Design only	3470823	07/22/08
ZSTREET	3497925	09/09/08
YOU ADD, WE SUBTRACT	3028633	12/13/05
Design only	3027257	12/13/05
I WIRELESS and Design	2812035	02/10/04
I WIRELESS and Design	2866989	07/27/04
CINCINNATI BELL WIRELESS and Design	2371972	08/01/00
Design only	1577366	01/16/90
Design only	1327696	10/05/71
I and Design	2756518	08/26/03
BELL	1546153	07/04/89

Pending Applications

Mark	Appl. No.	Filing Date
EVOLVE EMOBILITY and Design	77683188	03/04/09
EVOLVE EMERGE and Design	77683157	03/04/09
EVOLVE EVANTAGE and Design	77683142	03/04/09
EVOLVE BUSINESS SOLUTIONS	77682887	03/04/09
BETTER AS ONE	77197212	06/04/07
CINCINNATI BELL	77122324	03/05/07
CONNECT 5	77791423	07/28/09