

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: 11

Property Type	Number	Word Mark
Registration Number:	3208784	ZOOMNEWS
Registration Number:	3492004	COMPLETE PROTECTION
Registration Number:	3470823	
Registration Number:	3497925	ZSTREET
Serial Number:	77683188	EVOLVE EMOBILITY
Serial Number:	77683157	EVOLVE EMERGE
Serial Number:	77683142	EVOLVE EVANTAGE
Serial Number:	77682887	EVOLVE BUSINESS SOLUTIONS
Serial Number:	77415940	EVOLVE
Serial Number:	77197212	BETTER AS ONE
Serial Number:	77122324	CINCINNATI BELL

CORRESPONDENCE DATA

Fax Number: 9194168328

OP \$290.00 3208784

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

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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 February 16, 2005 (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 February 16, 2005 ("Notice"); and

WHEREAS, the Notice was recorded at the United States Patent and Trademark Office ("USPTO") on December 4, 2009 at Reel 4108 Frame 0042.

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: 0366

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 December 4, 2009 at Reel 4108 Frame 0042**

Registered Marks

Mark	Reg. No.	Reg. Date
ZOOMNEWS	3208784	02/13/07
COMPLETE PROTECTION	3492004	08/26/08
Design only	3470823	07/22/08
ZSTREET	3497925	09/09/08

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
EVOLVE	77415940	03/07/08
BETTER AS ONE	77197212	06/04/07
CINCINNATI BELL	77122324	03/05/07