

## 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																																	
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CORRESPONDENCE DATA																																	
Fax Number:	9194168328																																
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>																																	
Phone:	9192868041																																

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Email: pto\_tmconfirmation@mvalaw.com  
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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 source=Term 0931#page1.tif source=Term 0931#page2.tif source=Term 0931#page3.tif	

**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 March 17, 2005 at Reel 3047 Frame 0931.

**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: 0374**

**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 March 17, 2005 at Reel 3047 Frame 0931**

**Registered Marks**

<b>Mark</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
I WIRELESS and Design	2812035	02/10/04
I WIRELESS and Design	2866989	07/27/04
CINCINNATI BELL WIRELESS ad 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**

<b>Mark</b>	<b>Appl. No.</b>	<b>Filing Date</b>
YOU ADD, WE SUBTRACT	78510336	11/03/04
Design only	78428891	06/02/04