

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															
<table border="1"> <thead> <tr> <th>Name</th> <th>Formerly</th> <th>Execution Date</th> <th>Entity Type</th> </tr> </thead> <tbody> <tr> <td>Bank of America, N.A., as Collateral Agent</td> <td></td> <td>11/20/2012</td> <td>national banking association: UNITED STATES</td> </tr> </tbody> </table>				Name	Formerly	Execution Date	Entity Type	Bank of America, N.A., as Collateral Agent		11/20/2012	national banking association: UNITED STATES				
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<table border="1"> <tr> <td>Name:</td> <td>Cincinnati Bell Entertainment Inc.</td> </tr> <tr> <td>Street Address:</td> <td>221 East Fourth Street</td> </tr> <tr> <td>City:</td> <td>Cincinnati</td> </tr> <tr> <td>State/Country:</td> <td>OHIO</td> </tr> <tr> <td>Postal Code:</td> <td>45202</td> </tr> <tr> <td>Entity Type:</td> <td>CORPORATION: OHIO</td> </tr> </table>				Name:	Cincinnati Bell Entertainment Inc.	Street Address:	221 East Fourth Street	City:	Cincinnati	State/Country:	OHIO	Postal Code:	45202	Entity Type:	CORPORATION: OHIO
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PROPERTY NUMBERS Total: 3															
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CORRESPONDENCE DATA															
<p>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></p> <p>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</p>															
ATTORNEY DOCKET NUMBER:	017625-4809 JES														

OP \$90.00 3139386

NAME OF SUBMITTER:	John E. Slaughter
Signature:	/John E. Slaughter/
Date:	11/20/2012
Total Attachments: 3 source=Term 0001#page1.tif source=Term 0001#page2.tif source=Term 0001#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 Entertainment Inc. ("Grantor").

WHEREAS, pursuant to that certain Non-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 Obligors party thereto and the Collateral Agent, each 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 such 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 4224 Frame 0001.

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: 0404

Schedule A

**Cincinnati Bell Entertainment Inc.
(Ohio Corporation)**

**U.S. Trademarks Subject to Security Interest
Granted by Cincinnati Bell Entertainment Inc.
In Favor of Bank of America, N.A., as Collateral Agent
Recorded June 14, 2010 at Reel 4224 Frame 0001**

Registered Marks

Mark	Reg. No.	Reg. Date
ZOOMTOWN	3139386	09/05/06
ZOOMTOWN.COM	2813268	02/10/04
ZOOMTOWN	2672446	01/07/03