

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																
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																											
<table border="1"> <tr> <td>Name:</td> <td colspan="3">Cincinnati Bell Entertainment Inc.</td> </tr> <tr> <td>Street Address:</td> <td colspan="3">221 East Fourth Street</td> </tr> <tr> <td>City:</td> <td colspan="3">Cincinnati</td> </tr> <tr> <td>State/Country:</td> <td colspan="3">OHIO</td> </tr> <tr> <td>Postal Code:</td> <td colspan="3">45202</td> </tr> <tr> <td>Entity Type:</td> <td colspan="3">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		
Name:	Cincinnati Bell Entertainment Inc.																										
Street Address:	221 East Fourth Street																										
City:	Cincinnati																										
State/Country:	OHIO																										
Postal Code:	45202																										
Entity Type:	CORPORATION: OHIO																										
PROPERTY NUMBERS Total: 1																											
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> <th>Word Mark</th> </tr> </thead> <tbody> <tr> <td>Registration Number:</td> <td>2845201</td> <td>ZOOMTOWN CINCINNATI</td> </tr> </tbody> </table>				Property Type	Number	Word Mark	Registration Number:	2845201	ZOOMTOWN CINCINNATI																		
Property Type	Number	Word Mark																									
Registration Number:	2845201	ZOOMTOWN CINCINNATI																									
CORRESPONDENCE DATA																											
<p>Fax Number: 9194168328</p> <p><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</p> <p>Email: pto_tmconfirmation@mvalaw.com</p> <p>Correspondent Name: Moore & Van Allen PLLC</p> <p>Address Line 1: 430 Davis Drive</p> <p>Address Line 2: Suite 500</p> <p>Address Line 4: Morrisville, NORTH CAROLINA 27560</p>																											
ATTORNEY DOCKET NUMBER:	017625-4809 JES																										
NAME OF SUBMITTER:	John E. Slaughter																										
Signature:	/John E. Slaughter/																										

OP \$40.00 2845201

Date:

11/20/2012

Total Attachments: 3

source=Term 0036#page1.tif

source=Term 0036#page2.tif

source=Term 0036#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 February 16, 2005 (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 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 0036.

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: 0421

Schedule A

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

**U.S. Trademark Subject to Security Interest
Granted by Cincinnati Bell Entertainment Inc.
In Favor of Bank of America, N.A., as Collateral Agent
Recorded December 4, 2009 at Reel 4108 Frame 0036**

Registered Mark

Mark	Reg. No.	Reg. Date
ZOOMTOWN CINCINNATI	2845201	05/25/04