

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Notice of Grant of Security Interest in Trademarks

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Cincinnati Bell Any Distance Inc.		11/20/2012	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Bank of America, N.A., as Collateral Agent
<b>Street Address:</b>	101 N. Tryon Street
<b>Internal Address:</b>	One Independence Center
<b>City:</b>	Charlotte
<b>State/Country:</b>	NORTH CAROLINA
<b>Postal Code:</b>	28255
<b>Entity Type:</b>	national banking association: UNITED STATES

**PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
Registration Number:	3578575	KIVA
Registration Number:	2564381	EGIX

**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

<b>ATTORNEY DOCKET NUMBER:</b>	017625-4809 JES
<b>NAME OF SUBMITTER:</b>	John E. Slaughter

OP \$65.00 3578575

Signature:	/John E. Slaughter/
Date:	11/20/2012
Total Attachments: 4 source=Notice TM C Bell Any#page1.tif source=Notice TM C Bell Any#page2.tif source=Notice TM C Bell Any#page3.tif source=Notice TM C Bell Any#page4.tif	

**NOTICE**  
**OF**  
**GRANT OF SECURITY INTEREST**  
**IN**  
**TRADEMARKS**

United States Patent and Trademark Office

Gentlemen:

Please be advised that pursuant to the Non-Shared Collateral Security and Pledge Agreement dated as of November 20, 2012 (as the same may be amended, modified, extended or restated from time to time, the "Agreement"), by and among the Obligors party thereto (each an "Obligor" and collectively, the "Obligors") and Bank of America, N.A., as collateral agent (the "Collateral Agent") for the holders of the Secured Obligations as defined and referenced therein, the undersigned Obligor has granted a continuing security interest in, and a right to set off against, the trademarks and trademark applications shown below to the Collateral Agent for the ratable benefit of the holders of the Secured Obligations:

TRADEMARKS

Trademark No.	Description of Trademark	Date of Trademark
	<b>See Schedule 1 attached hereto.</b>	

TRADEMARK APPLICATIONS

Trademark Applications No.	Description of Trademark Applied for	Date of Trademark Applications
	<b>See Schedule 1 attached hereto.</b>	

The undersigned Obligor and the Collateral Agent, on behalf of the holders of the Secured Obligations, hereby acknowledge and agree that the security interest in the foregoing copyrights and copyright applications (i) may only be terminated in accordance with the terms of the Agreement and (ii) is not to be construed as an assignment of any copyright or copyright application.

Very truly yours,

CINCINNATI BELL ANY DISTANCE INC.,  
a Delaware corporation

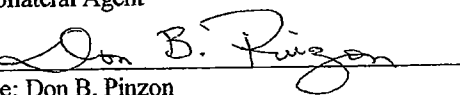
By: Christopher C. Elma  
Name: Christopher C. Elma  
Title: Vice President, Treasury and Tax

CINCINNATI BELL ANY DISTANCE INC.  
NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS

TRADEMARK  
REEL: 004904 FRAME: 0506

Acknowledged and Accepted:

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

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

CINCINNATI BELL ANY DISTANCE INC.  
NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS

**TRADEMARK**  
**REEL: 004904 FRAME: 0507**

**Schedule 1**

**Cincinnati Bell Any Distance Inc.  
(Delaware Corporation)**

**U.S. Trademarks**

**Registered Marks**

<b>Mark</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
KIVA	3578575	02/24/09
EGIX and Design	2564381	04/23/02