

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM389072

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Notice of Succession of Agency (Intellectual Property)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bank of America, N.A., as the Resigning Agent		06/23/2016	national banking association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Morgan Stanley Senior Funding, Inc., as the Successor Agent		
Street Address:	1300 Thames Street, 4th Floor		
Internal Address:	Thames Street Wharf		
City:	Baltimore		
State/Country:	MARYLAND		
Postal Code:	21231		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 18			
Property Type	Number	Word Mark	
Registration Number:	3942521	CINCINNATI BELL	
Registration Number:	3815917	CONNECT 5	
Registration Number:	3665613	EVOLVE	
Registration Number:	3497925	ZSTREET	
Registration Number:	3470823		
Registration Number:	3208784	ZOOMNEWS	
Registration Number:	2866989	I WIRELESS	
Registration Number:	2812035	I WIRELESS	
Registration Number:	2756518	I	
Registration Number:	1577366		
Registration Number:	1546153	BELL	
Registration Number:	1327696		
Registration Number:	3578575	KIVA	
Registration Number:	2564381	EGIX	
Registration Number:	3139386	ZOOMTOWN	
Registration Number:	2672446	ZOOMTOWN	
Registration Number:	3193292	CNOTIFY	
Serial Number:	85671180	TRIBUTE	
TRADEMARK			

OP \$465.00 3942521

CORRESPONDENCE DATA**Fax Number:** 9192868199*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.***Phone:** 919 286-8000**Email:** PTO_TMconfirmation@mvalaw.com**Correspondent Name:** MOORE & VAN ALLEN PLLC**Address Line 1:** 3015 CARRINGTON MILL BOULEVARD**Address Line 2:** SUITE 400**Address Line 4:** MORRISVILLE, NORTH CAROLINA 27560

ATTORNEY DOCKET NUMBER:	015650.121
NAME OF SUBMITTER:	John E. Slaughter, III.
SIGNATURE:	/jes/
DATE SIGNED:	06/23/2016

Total Attachments: 6

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NOTICE OF SUCCESSION OF AGENCY (INTELLECTUAL PROPERTY)

This **NOTICE OF SUCCESSION OF AGENCY (INTELLECTUAL PROPERTY)** (this "Notice"), dated as of June 23, 2016 (the "Effective Date"), is entered into among BANK OF AMERICA, N.A. ("Bank of America"), as Administrative Agent, Collateral Agent and an L/C Issuer under the Credit Agreement as defined below (in such capacity, the "Resigning Agent"), MORGAN STANLEY SENIOR FUNDING, INC., as the successor Administrative Agent, Collateral Agent and an L/C Issuer ("Successor Agent") pursuant to the Agency Resignation Agreement as defined below.

WHEREAS, pursuant to the Credit Agreement, dated as of November 20, 2012 by and among Cincinnati Bell, Inc. (the "Borrower"), the Guarantors, the Lenders, Bank of America, and PNC Bank National Association, as Swingline Lender and an L/C Issuer (as amended, modified, extended, restated, replaced, or supplemented from time to time, the "Credit Agreement"), Bank of America, the Borrower, and each Domestic Subsidiary of the Borrower (collectively with the Borrower, the "Obligors") entered into the Shared Collateral Security and Pledge Agreement, dated as of November 20, 2012 (the "Shared Security Agreement"), the Non-Shared Collateral Security and Pledge Agreement, dated as of November 20, 2012 (the "Non-Shared Security Agreement"), and the Notices of Grant of Security Interest in Trademarks, dated as of November 20, 2012 and identified on Schedule A attached hereto (the "IP Notices", together with the Credit Agreement, Shared Security Agreement, and Non-Shared Security Agreement, the "Agreements"), pursuant to which, in each case, the Obligors granted to Resigning Agent a security interest in and to certain collateral;

WHEREAS, the IP Notices were recorded with the United States Patent and Trademark Office as identified on Schedule A attached hereto; and

WHEREAS, pursuant to the Agency Resignation, Appointment, and Assumption Agreement dated as of June 23, 2016 entered into among the Resigning Agent and the Successor Agent (the "Agency Resignation Agreement"), the Resigning Agent resigned as, and Successor Agent was appointed and accepted appointment as, Administrative Agent, Collateral Agent and an L/C Issuer, and Successor Agent succeeded to and was vested with all of the rights, powers, responsibilities, obligations and duties of the Administrative Agent, Collateral Agent and an L/C Issuer, and the Resigning Agent transferred, assigned, granted and conveyed unto the Successor Agent all of its right, title and interest in and to the Collateral Documents, together with any rider, addendum, exhibit, schedule and attachment thereto, and all Uniform Commercial Code financing statements filed in connection therewith, and the Collateral, together with all attendant liens, rights, title, assignments and interests (including security interests) pertaining to or arising from the Collateral Documents as set forth in the Agency Resignation Agreement.

NOW, THEREFORE, the parties agree as follows:

1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Agreements or Agency Resignation Agreement, as applicable.

2. Succession and Replacement of Agency. Pursuant to the terms and conditions set forth in the Agency Resignation Agreement, the Resigning Agent has ceased to be the Collateral Agent under the Agreements and is succeeded to and replaced by the Successor Agent as Collateral Agent under the Agreements. Nothing herein shall be deemed to terminate, interrupt, or impair the continuity of the security interest in the collateral originally granted to the Resigning Agent under the Security Agreement and the IP Notices, including in the collateral identified on Schedule A attached hereto, which security interest is now succeeded by and transferred to the Successor Agent.


3. Governing Law; Submission to Jurisdiction; Venue; WAIVER OF JURY TRIAL. The terms of Sections 11.14 and 11.15 of the Credit Agreement with respect to governing law, submission to jurisdiction, venue and waiver of jury trial are incorporated herein by reference, *mutatis mutandis*, and the parties hereto agree to such terms.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Notice to be executed and delivered by their respective duly authorized officers as of the date first above written.

RESIGNING AGENT:

BANK OF AMERICA, N.A.,
as the Resigning Agent

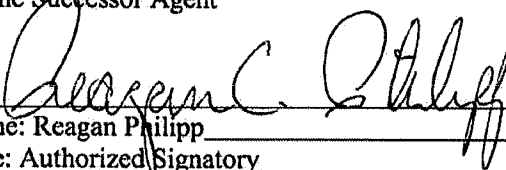
By: 
Name: Chris Joseph
Title: Vice President

CINCINNATI BELL INC.
NOTICE OF SUCCESSION OF AGENCY (INTELLECTUAL PROPERTY)

TRADEMARK
REEL: 005820 FRAME: 0847

SUCCESSOR AGENT:

MORGAN STANLEY SENIOR FUNDING, INC.,
as the Successor Agent

By: 
Name: Reagan Philipp
Title: Authorized Signatory

CINCINNATI BELL INC.
NOTICE OF SUCCESSION OF AGENCY (INTELLECTUAL PROPERTY)

TRADEMARK
REEL: 005820 FRAME: 0848

Schedule A

Notice of Grant of Security Interest in Trademarks
Granted by Cincinnati Bell, Inc.
In Favor of Bank of America, N.A., as Collateral Agent
Recorded November 20, 2012 at Reel 4904 Frame 0488

Trademark Registrations

Mark	Reg. No.	Reg. Date
CINCINNATI BELL	3942521	04/12/11
CONNECT 5	3815917	07/06/10
EVOLVE	3665613	08/11/09
ZSTREET	3497925	09/09/08
Design only	3470823	07/22/08
ZOOMNEWS	3208784	02/13/07
I WIRELESS and Design	2866989	07/27/04
I WIRELESS and Design	2812035	02/10/04
I and Design	2756518	08/26/03
Design only	1577366	01/16/90
BELL	1546153	07/04/89
Design only	1327696	10/05/71

Notice of Grant of Security Interest in Trademarks
Granted by Cincinnati Bell Any Distance, Inc.
In Favor of Bank of America, N.A., as Collateral Agent
Recorded November 20, 2012 at Reel 4904 Frame 0503

Trademark Registrations

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

Notice of Grant of Security Interest in Trademarks
Granted by Cincinnati Bell Entertainment Inc.
In Favor of Bank of America, N.A., as Collateral Agent
Recorded November 20, 2012 at Reel 4904 Frame 0509

Trademark Registrations

Mark	Reg. No.	Reg. Date
ZOOMTOWN	3139386	09/05/06
ZOOMTOWN	2672446	01/07/03

**Notice of Grant of Security Interest in Trademarks
Granted by Cincinnati Bell Technology Solutions Inc.
In Favor of Bank of America, N.A., as Collateral Agent
Recorded November 20, 2012 at Reel 4904 Frame 0515**

Trademark Registration

Mark	Reg. No.	Reg. Date
CNOTIFY	3193292	01/02/07

**Notice of Grant of Security Interest in Trademarks
Granted by Cincinnati Bell Wireless, LLC
In Favor of Bank of America, N.A., as Collateral Agent
Recorded November 20, 2012 at Reel 4904 Frame 0521**

Trademark Application

Mark	Appl. No.	Filing Date
TRIBUTE	85671180	07/08/12