

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM445717

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CINCINNATI BELL INC.		10/02/2017	Corporation: OHIO
RECEIVING PARTY DATA			
Name:	MORGAN STANLEY SENIOR FUNDING, INC.		
Street Address:	1585 BROADWAY		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	1546153	BELL	
Registration Number:	1577366		
Registration Number:	1327696		
Registration Number:	3942521	CINCINNATI BELL	
Registration Number:	2756518	I	
Registration Number:	2866989	I WIRELESS	
Registration Number:	2812035	I WIRELESS	
CORRESPONDENCE DATA			
Fax Number:	6508385109		
<i>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.</i>			
Phone:	650-838-3743		
Email:	jlik@shearman.com		
Correspondent Name:	MARIE-ALEXIS VALENTE		
Address Line 1:	599 Lexington Avenue		
Address Line 2:	Shearman & Sterling LLP		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	35613/121		
NAME OF SUBMITTER:	MARIE-ALEXIS VALENTE		
SIGNATURE:	/MARIE-ALEXIS VALENTE/		

CH \$190.00 1546153

DATE SIGNED:	10/03/2017
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Total Attachments: 4

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (as amended, supplemented or otherwise modified from time to time, this “Agreement”) is entered into as of October 2, 2017, by and between CINCINNATI BELL INC. (the “Obligor”) and MORGAN STANLEY SENIOR FUNDING, INC., in its capacity as collateral agent (in such capacity, the “Collateral Agent”).

Reference is made to the CBI Shared Collateral Security and Pledge Agreement dated as of October 2, 2017 (as amended, supplemented or otherwise modified from time to time, the “CBI Shared Collateral Security Agreement”), by and between the Obligor and the Collateral Agent for the holders of the Secured Obligations as defined and referenced therein. Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to such terms in the CBI Shared Collateral Security Agreement.

1. To secure the prompt payment and performance in full when due, whether by lapse of time, acceleration, mandatory prepayment or otherwise, of the Secured Obligations, and subject to Section 2(b) of the CBI Shared Collateral Security Agreement, the Obligor hereby grants 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 the Obligor in and to Trademarks other than any Excluded Property, whether now owned or existing or owned, acquired, or arising hereafter, including the Trademarks set forth below, the goodwill associated therewith and all income, fees, royalties, damages, claims and payments for past, present and future infringements, dilutions or other violations thereof (the “Trademark Collateral”):

TRADEMARKS

Trademark	Reg. Date	Reg. No.	App. Filed	App. No.	Status
BELL	04-JUL-1989	1546153	11-MAY-1988	73727724	Registered
Design Only	16-JAN-1990	1577366	11-MAY-1988	73727725	Registered
Design Only	05-OCT-1971	1327696	22-JAN-1971	81327696	Registered
CINCINNATI BELL	12-APR-2011	3942521	05-MAR-2007	77122324	Registered
I	26-AUG-2003	2756518	19-AUG-1999	75779557	Registered
I WIRELESS	27-JUL-2004	2866989	19-AUG-1999	75779558	Registered

I WIRELESS	10-FEB-2004	2812035	12-MAY-2000	76047412	Registered
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2. The 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 Trademark Collateral (i) is granted in furtherance, and not in limitation of, the security interest granted to the Collateral Agent pursuant to, and more fully set forth in, the CBI Shared Collateral Security Agreement; (ii) may only be terminated in accordance with the terms of the CBI Shared Collateral Security Agreement and (iii) is not to be construed as an assignment of any Trademark Collateral.

3. The Obligor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the CBI Shared Collateral Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the CBI Shared Collateral Security Agreement, the terms of the CBI Shared Collateral Security Agreement shall govern.

4. The Obligor authorizes and requests that the Commissioner for Trademarks of the United States Patent and Trademark Office record this Agreement, which shall be governed by and construed in accordance with the laws of the State of New York.

5. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract.

[Remainder of Page Intentionally Left Blank]

Each of the parties hereto has caused a counterpart of this Agreement to be duly executed and delivered as of the date first above written.

.....
CINCINNATI BELL INC., an Ohio
corporation

By: 

Name: Christopher C. Elma

Title: Vice President, Treasury and Tax

**MORGAN STANLEY SENIOR FUNDING,
INC.,** as Collateral Agent

By: _____

Name: _____

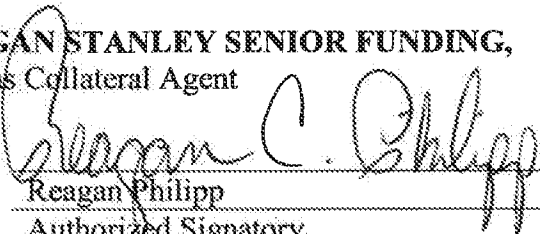
Title: _____

Each of the parties hereto has caused a counterpart of this Agreement to be duly executed and delivered as of the date first above written.

.....
CINCINNATI BELL INC., an Ohio
corporation

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

MORGAN STANLEY SENIOR FUNDING,
INC., as Collateral Agent

By: 
Name: Reagan Philipp
Title: Authorized Signatory

[Signature Page to Trademark Security Agreement]