

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM445724

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
MORGAN STANLEY SENIOR FUNDING, INC. (AS SUCCESSOR-IN-INTEREST TO BANK OF AMERICA, N.A.)		10/02/2017	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CINCINNATI BELL ENTERTAINMENT INC.		
<b>Street Address:</b>	212 EAST FOURTH STREET		
<b>City:</b>	CINCINNATI		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	45202		
<b>Entity Type:</b>	Corporation: OHIO		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3139386	ZOOMTOWN	
<b>Registration Number:</b>	2672446	ZOOMTOWN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	650-838-3743		
<b>Email:</b>	jlik@shearman.com		
<b>Correspondent Name:</b>	MARIE-ALEXIS VALENTE		
<b>Address Line 1:</b>	599 Lexington Avenue		
<b>Address Line 2:</b>	Shearman & Sterling LLP		
<b>Address Line 4:</b>	New York, NEW YORK 10022		
<b>ATTORNEY DOCKET NUMBER:</b>	35613-121		
<b>NAME OF SUBMITTER:</b>	MARIE-ALEXIS VALENTE		
<b>SIGNATURE:</b>	/MARIE-ALEXIS VALENTE/		
<b>DATE SIGNED:</b>	10/03/2017		
<b>Total Attachments: 4</b>			

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source=0 - Trademark Security Interest Release (Cincinnati Bell Entertainment Inc)#page4.tif

TRADEMARK SECURITY INTEREST RELEASE

This TRADEMARK SECURITY INTEREST RELEASE (this “**Release**”), dated October 2, 2017, is made by Morgan Stanley Senior Funding, Inc., as successor-in-interest to Bank of America, N.A. and collateral agent (in such capacity, the “**Collateral Agent**”) for the holders of the Secured Obligations in favor of Cincinnati Bell Entertainment Inc. (the “**Obligor**”). All capitalized terms used herein and not otherwise defined shall have the meaning assigned to such terms in the Non-Shared Collateral Security and Pledge Agreement (as defined below).

WHEREAS, Obligor has entered into a Credit Agreement, dated as of November 20, 2012 (as amended, modified, extended or restated from time to time, the “**Credit Agreement**”), with the Collateral Agent and the Lenders party thereto;

WHEREAS, pursuant to the Credit Agreement, the Obligor has entered into a Non-Shared Collateral and Pledge Agreement, dated as of November 20, 2012 (as amended, modified, extended or restated from time to time, the “**Security Agreement**”), with the Collateral Agent for the holders of the Secured Obligations;

WHEREAS, under the terms of the Security Agreement, the Obligor granted to the Collateral Agent for the ratable benefit of the holders of the Secured Obligations a security interest in and to certain trademarks of the Obligor and executed and delivered that certain Notice of Grant of Interest in Trademarks in favor of the Collateral Agent, dated as of November 20, 2012 (as amended, modified, extended or restated from time to time, the “**Trademark Notice**”);

WHEREAS, the Trademark Notice was recorded with the United States Patent and Trademark Office on November 20, 2012 at Trademark Reel 4904 and Frame 0509; and

WHEREAS, in accordance with the provisions of the Credit Agreement and the Security Agreement, the indebtedness under the Credit Agreement has been paid in full, and the Collateral Agent now agrees to release its security interest in and to the trademarks granted pursuant to the Security Agreement and the Trademark Notice, including those trademarks listed on Schedule A hereto (the “**Trademark Collateral**”).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent hereby agrees as follows:

SECTION 1. Release of Grant of Security. The Collateral Agent hereby releases, without any recourse, representation, warranty or other assurance of any kind, its right, title and interest in and to the Trademark Collateral, including in and to the Trademark Collateral listed on Schedule A hereto, granted to it pursuant to the Security Agreement and the Trademark Notice.

SECTION 2. Recordation. The Collateral Agent authorizes and requests, at the Obligor’s sole cost and expense, that the Commissioner for Trademarks of the United States Patent and Trademark Office and any other applicable government officer record this Release.

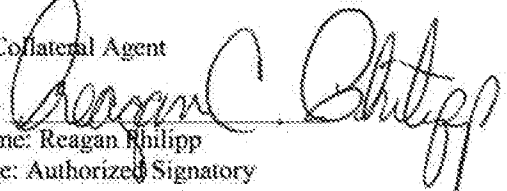
SECTION 3. Governing Law. This Release shall be governed by, and construed in accordance with, the laws of the State of New York.

*[REST OF PAGE INTENTIONALLY LEFT BLANK]*

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

MORGAN STANLEY  
SENIOR FUNDING, INC.,

as Collateral Agent

By:   
Name: Reagan Philipp  
Title: Authorized Signatory

*[Signature Page to Trademark Security Interest Release (Cincinnati Bell Entertainment Inc.)]*

**TRADEMARK**  
**REEL: 006172 FRAME: 0011**

Schedule A

Trademark Collateral

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