

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM674153

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CINCINNATI BELL INC.		09/07/2021	Corporation: OHIO
RECEIVING PARTY DATA			
Name:	GOLDMAN SACHS BANK USA		
Street Address:	2001 ROSS AVE, 29TH FLOOR		
City:	DALLAS		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	BANK: UNITED STATES		
PROPERTY NUMBERS Total: 23			
Property Type	Number	Word Mark	
Serial Number:	90359004	CBTS	
Serial Number:	75577394	ZOOMTOWN	
Serial Number:	88538962	POWERING YOUR CONNECTED LIFE	
Serial Number:	86809304	CINCINNATI BELL	
Serial Number:	86809353	CINCINNATI BELL	
Serial Number:	86809399	CINCINNATI BELL	
Serial Number:	86809459	CINCINNATI BELL	
Serial Number:	86809513	CINCINNATI BELL	
Serial Number:	86560465	CONNECT CINCINNATI	
Serial Number:	86560468	CONNECT CINCINNATI	
Serial Number:	86560471	CONNECT CINCINNATI	
Serial Number:	86977420	GIGALIFE	
Serial Number:	85904585	FIOPTICS	
Serial Number:	85904604	FIOPTICS	
Serial Number:	77415940	EVOLVE	
Serial Number:	77122324	CINCINNATI BELL	
Serial Number:	76047412	I WIRELESS	
Serial Number:	75779557	I	
Serial Number:	75779558	I WIRELESS	

CH \$590.00 90359004

Property Type	Number	Word Mark
Serial Number:	73727724	BELL
Serial Number:	73727725	
Serial Number:	81327696	
Serial Number:	88466319	UNICITY

CORRESPONDENCE DATA

Fax Number: 6508385109
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: 650-838-3743
Email: jlik@shearman.com
Correspondent Name: AUSTIN GROSSFELD
Address Line 1: 599 Lexington Avenue
Address Line 2: Shearman & Sterling LLP
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	40272/13
NAME OF SUBMITTER:	AUSTIN GROSSFELD
SIGNATURE:	/AUSTIN GROSSFELD/
DATE SIGNED:	09/13/2021

Total Attachments: 6
source=0 - Converse Cincinnati Bell Inc. TSA#page1.tif
source=0 - Converse Cincinnati Bell Inc. TSA#page2.tif
source=0 - Converse Cincinnati Bell Inc. TSA#page3.tif
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of September 7, 2021, made by CINCINNATI BELL INC., an Ohio corporation (the “Grantor”), in favor of GOLDMAN SACHS BANK USA, as the Administrative Agent (as defined in the Credit Agreement referred to below).

Reference is made to the Credit Agreement, dated as of September 7, 2021 (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Holdings, the Borrower, each Lender party thereto from time to time, Goldman Sachs Bank USA, as the Administrative Agent, and the other parties thereto from time to time.

WHEREAS, the Grantor is party to a Security Agreement, dated as of September 7, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), in favor of the Administrative Agent pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and to induce the Lenders to extend credit under the Credit Agreement, the Grantor hereby agrees with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, capitalized terms used herein and not defined have the meaning given to them in the Security Agreement, or if not defined therein, in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademarks. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Administrative Agent, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of the Grantor’s right, title and interest in, to or under the following, whether now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest: (i) any and all of the Owned Trademarks included in the Collateral, including those listed on Schedule I hereto, (ii) the goodwill of the business symbolized thereby or associated therewith, (iii) all reissues, continuations, extensions and renewals thereof and amendments thereto, (iv) all income, fees, royalties, damages, claims and payments now or hereafter due and/or payable with respect to any of the foregoing, including damages and payments for past, present or future infringements, dilutions and other violations thereof, and (v) all rights to sue for past, present or future infringements, dilutions, or other violations thereof (the “Trademark Collateral”); provided that notwithstanding the foregoing or any other provision of this Trademark Security Agreement to the contrary, the Trademark Collateral shall not include any, and no Security Interest shall be granted in any, Excluded Assets.

SECTION 3. Security Agreement. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement, and the Administrative Agent and the Grantor hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Counterparts. This Trademark Security Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Delivery by telecopier, .pdf, .tif, .jpeg or other electronic imaging means of an executed counterpart of a signature page to this Trademark Security Agreement

shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement. This Trademark Security Agreement shall become effective as to the Grantor when a counterpart hereof executed on behalf of the Grantor shall have been delivered to the Administrative Agent and a counterpart hereof shall have been executed on behalf of the Administrative Agent, and thereafter shall be binding upon the Grantor and its permitted successors and assigns. The Administrative Agent may also require that any such documents and signatures delivered by telecopier, .pdf, .tif, .jpeg or other electronic imaging means be confirmed by a manually signed original thereof; provided that the failure to request or deliver the same shall not limit the effectiveness of any document or signature delivered by telecopier, .pdf, .tif, .jpeg or other electronic imaging means. The words "execution," "execute," "signed," "signature," and words of like import in or related to any document to be signed in connection with this Trademark Security Agreement and the transactions contemplated hereby shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the Administrative Agent, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable Laws, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

SECTION 5. Recordation. The Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

SECTION 6. Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the Laws of the State of New York.

SECTION 7. Termination. Upon the termination of the Security Agreement in accordance with its terms, the Administrative Agent shall execute, acknowledge, and deliver to the Grantor all documents (including, but not limited, to an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Trademark Security Agreement) and perform all actions specified in Sections 7.13(d) and (e) of the Security Agreement.

[signature page follows]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

CINCINNATI BELL INC., as Grantor

By: _____

Name: Leigh R. Fox

Title: President and Chief Executive Officer

[Signature Page to Project Converse Trademark Security Agreement (Cincinnati Bell Inc.)]

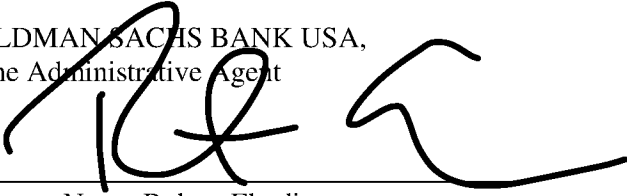
TRADEMARK

REEL: 007420 FRAME: 0242

Accepted and Agreed:

GOLDMAN SACHS BANK USA,
as the Administrative Agent

By: _____

A handwritten signature in black ink, appearing to be 'REH', written over a horizontal line.

Name: Robert Ehudin
Title: Authorized Signatory

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS



UNITED STATES TRADEMARKS:

Applications –

Trademark	Owner	App. No.	App. Date
CBTS	CINCINNATI BELL INC.	90359004	04-DEC-2020

Registrations –

Trademark	Owner	App. No.	App. Date	Reg. No.	Reg. Date
ZOOWTOWN	CINCINNATI BELL ENTERTAINMENT INC. (nka CINCINNATI BELL INC.)	75577394	27-OCT-1998	2672446	07-JAN-2003
POWERING YOUR CONNECTED LIFE	CINCINNATI BELL INC.	88538962	26-JUL-2019	6186160	27-OCT-2020
CINCINNATI BELL	CINCINNATI BELL INC.	86809304	04-NOV-2015	5619876	04-DEC-2018
CINCINNATI BELL	CINCINNATI BELL INC.	86809353	04-NOV-2015	5396880	06-FEB-2018
CINCINNATI BELL	CINCINNATI BELL INC.	86809399	04-NOV-2015	5117148	10-JAN-2017
CINCINNATI BELL	CINCINNATI BELL INC.	86809459	04-NOV-2015	5052989	04-OCT-2016
CINCINNATI BELL	CINCINNATI BELL INC.	86809513	04-NOV-2015	5117149	10-JAN-2017
CONNECT CINCINNATI	CINCINNATI BELL INC.	86560465	11-MAR-2015	5845734	27-AUG-2019
CONNECT CINCINNATI	CINCINNATI BELL INC.	86560468	11-MAR-2015	5686402	26-FEB-2019
CONNECT CINCINNATI	CINCINNATI BELL INC.	86560471	11-MAR-2015	5845735	27-AUG-2019
GIGALIFE	CINCINNATI BELL INC.	86977420	20-AUG-2014	4961671	17-MAY-2016
FIOPTICS	CINCINNATI BELL INC.	85904585	15-APR-2013	4439958	26-NOV-2013
FIOPTICS	CINCINNATI BELL INC.	85904604	15-APR-2013	4554404	24-JUN-2014
EVOLVE	CINCINNATI BELL INC.	77415940	07-MAR-2008	3665613	11-AUG-2009
CINCINNATI BELL	CINCINNATI BELL INC.	77122324	05-MAR-2007	3942521	12-APR-2011
I WIRELESS	CINCINNATI BELL INC.	76047412	12-MAY-2000	2812035	10-FEB-2004
I	CINCINNATI BELL INC.	75779557	19-AUG-1999	2756518	26-AUG-2003
I WIRELESS	CINCINNATI BELL INC.	75779558	19-AUG-1999	2866989	27-JUL-2004

Trademark	Owner	App. No.	App. Date	Reg. No.	Reg. Date
BELL	CINCINNATI BELL INC.	73727724	11-MAY-1988	1546153	04-JUL-1989
 Design Only	CINCINNATI BELL INC.	73727725	11-MAY-1988	1577366	16-JAN-1990
 Design Only	CINCINNATI BELL INC.	81327696	22-JAN-1971	1327696	05-OCT-1971
UNICITY	CINCINNATI BELL INC.	88466319	12-JUN-2019	6449363	10-AUG-2021