

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bank of America, N.A., as Collateral Agent		11/20/2012	national banking association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Cincinnati Bell Entertainment Inc.		
Street Address:	221 East Fourth Street		
City:	Cincinnati		
State/Country:	OHIO		
Postal Code:	45202		
Entity Type:	CORPORATION: OHIO		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	2745948	ZOOMTOWN CINCINNATI	
Registration Number:	2745947	ZOOMTOWN CINCINNATI	
Registration Number:	2813268	ZOOMTOWN.COM	
Registration Number:	2672446	ZOOMTOWN	
Registration Number:	2732396	ZOOMTOWN CINCINNATI	
Serial Number:	75980684	ZOOMTOWN	
CORRESPONDENCE DATA			
Fax Number:	9194168328		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	9192868041		
Email:	pto_tmconfirmation@mvalaw.com		
Correspondent Name:	Moore & Van Allen PLLC		
Address Line 1:	430 Davis Drive		
Address Line 2:	Suite 500		

OP \$165.00 2745948

Address Line 4: Morrisville, NORTH CAROLINA 27560

ATTORNEY DOCKET NUMBER: 017625-4809 JES

NAME OF SUBMITTER: John E. Slaughter

Signature: /John E. Slaughter/

Date: 11/20/2012

Total Attachments: 3
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**TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARKS**

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of November 20, 2012 ("Release"), is made by Bank of America, N.A., as Collateral Agent ("Collateral Agent") in favor of Cincinnati Bell Entertainment Inc., f/k/a Zoomtown.com Inc. ("Grantor").

WHEREAS, pursuant to that certain Non-Shared Collateral Security and Pledge Agreement dated as of February 16, 2005 (as amended, restated, supplemented, modified, extended, renewed or replaced from time to time, the "Security Agreement") by and among the Obligors party thereto and the Collateral Agent, each Obligor granted 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 such Obligor in, to, and under all the Trademarks, Trademark Licenses, and Proceeds of the foregoing;

WHEREAS, pursuant to the Security Agreement, Grantor, an Obligor, executed and delivered to Collateral Agent, for the benefit of the holders of the Secured Obligations, the Notice of Grant of Security Interest in Trademarks dated as of February 16, 2005 ("Notice"); and

WHEREAS, the Notice was recorded at the United States Patent and Trademark Office ("USPTO") on March 17, 2005 at Reel 3047 Frame 0947.

NOW THEREFORE, in consideration of the mutual promises and undertakings set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intention of being legally bound hereby, Collateral Agent, on behalf of the holders of the Secured Obligations, and Grantor agree as follows:

SECTION 1. Defined Terms. All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Security Agreement or Notice.

SECTION 2. Termination and Release. Collateral Agent, on behalf of the holders of the Secured Obligations, without representation, warranty, or recourse, hereby:

(a) terminates, cancels, discharges, and releases the mortgage, pledge, and hypothecation and lien on and security interest in and to the right, title, and interest in, to, and under all the Trademarks, Trademark Licenses, and Proceeds of the foregoing, including, but not limited to, the foregoing listed on Schedule A attached hereto, granted pursuant to the Security Agreement; and

(b) authorizes the recordation of this Release with the USPTO at Grantor's expense.

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

SECTION 4. Acknowledgement. The release of security interest granted herein expressly does not include a release of the security interest granted pursuant to either the Shared Collateral Security and Pledge Agreement dated as of November 20, 2012 (as amended, restated, supplemented, modified, extended, renewed or replaced from time to time) or the Non-Shared Collateral Security and Pledge Agreement dated as of November 20, 2012 (as amended, restated, supplemented, modified, extended, renewed or replaced from time to time), each by and among the Obligors party thereto (as defined therein) and Bank of America, N.A., in its capacity as collateral agent thereto.

IN WITNESS WHEREOF, the Collateral Agent, on behalf of the holders of the Secured Obligations, has caused this Termination and Release of Security Interest in Trademarks to be duly executed as of the date first set forth above.

Collateral Agent:

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

By: Don B. Pinzon

Name: Don B. Pinzon

Title: Vice President

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

TRADEMARK
REEL: 004904 FRAME: 0430

Schedule A

Cincinnati Bell Entertainment Inc.
(Ohio Corporation)

U.S. Trademarks Subject to Security Interest
Granted by Zoomtown.com Inc.
In Favor of Bank of America, N.A., as Collateral Agent
Recorded March 17, 2005 at Reel 3047 Frame 0947

Registered Marks

Mark	Reg. No.	Reg. Date
ZOOMTOWN CINCINNATI and Design	2745948	08/05/03
ZOOMTOWN CINCINNATI	2745947	08/05/03
ZOOMTOWN.COM	2813268	02/10/04
ZOOMTOWN	2672446	01/07/03
ZOOMTOWN CINCINNATI	2732396	07/01/03

Pending Application

Mark	Appl. No.	Filing Date
ZOOMTOWN	75980684	10/27/98