

04-11-2002

Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)



U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

Tab settings => => =>

102050830

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): Broadwing, Inc.

Individual(s) Association

General Partnership Limited Partnership

X Corporation Ohio

Other: 3-28-02

Additional name(s) of conveying party(ies) attached? Yes X No

2. Name and address of receiving party(ies):

Name: CBD Media LLC

Internal

Address: Suite 1050

Street Address: 312 Plum Street

City: Cincinnati State: Ohio Zip: 45202

Individual(s) citizenship

Association

General Partnership

Limited Partnership

Corporation

X Other LLC- Delaware

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? Yes X No

3. Nature of conveyance:

X Assignment Merger

Security Agreement Change of Name

Other

Execution Date: March 8, 2002

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,665,468

1,646,240

1,564,968

Additional number(s) attached Yes X No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Jessamyn Elliott-Brownell

Internal Address: Latham & Watkins

Street Address: 650 Town Center Drive, Suite 2000

City: Costa Mesa State: CA Zip: 92626

6. Total number of applications and registrations involved:: 3

7. Total fee (37 CFR 3.41) \$90.00

X Enclosed

Authorized to be charged to deposit account

8. Deposit account number

500524

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Jessamyn Elliott-Brownell Jessamyn Brownell 3/20/2002

Name of Person Signing Signature Date

04/10/2002 DBYRNE 00000007 1665468

01 FC:481 40.00 DP

02 FC:482 50.00 DP

OC_DOCS\486989.2[W2000]

Total number of pages including cover sheet, attachments, and document: 6

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

OFFICE OF THE CLERK OF THE U.S. PATENT AND TRADEMARK OFFICE
FINANCE SECTION
MAR 28 PM 1:41

TRADEMARK
REEL: 002479 FRAME: 0624

ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks (this "Assignment") is entered into as of March 8, 2002, (the "Effective Date") by and between Broadwing Inc., an Ohio corporation ("Broadwing"), Cincinnati Bell Directory Inc., an Ohio corporation ("Cincinnati Bell Directory," together with Broadwing, the "Assignors"), and CBD Media LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignors and Assignee are parties to that certain Asset Purchase Agreement (the "Purchase Agreement"), dated as of February 4, 2002 and amended as of March 8, 2002, which provides for, among other things, the acquisition by Assignee of certain trademarks of Assignors.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Definitions. For purposes of this Assignment, "Trademarks" shall mean all tangible and intangible property of Assignors arising from or relating to the trademarks listed on Exhibit A attached hereto, including without limitation, trademark registrations, extensions and reissues thereof, trademark applications, and common law trademarks, service marks, trade names, trade dress, publicity rights, and all other subject matter protected under trademark, copyright and/or other laws, including without limitation all new or useful art, combinations, artwork, and designs. Capitalized terms used in this Assignment without definition shall have the meanings ascribed to them in the Purchase Agreement.
2. Assignment of Trademarks. Assignors hereby sell, transfer and assign to Assignee all worldwide right, title and interest in and to the Trademarks, together with the goodwill of the business associated therewith, which exist and/or are held by or in Assignors, and all common law and statutory right, title and interest in the Trademarks, all royalties, payments, damages, claims, products and proceeds resulting therefrom, all rights of registration, maintenance, renewal, enforcement and protection thereof, the right to create derivative works and all rights of recovery and of legal action for past, present or future infringements with the right to sue for and collect the same for its own account and use, and of opposition, interference, reexamination and/or cancellation proceedings for the protection and enforcement of the Trademarks. Assignors hereby waive all moral rights, if any, with respect to the Trademarks, including without limitation any and all rights of identification of authorship and any and all rights of approval, restriction or limitation on use or subsequent modifications. Assignors hereby authorize Assignee, its successors and assigns to the fullest extent permitted by applicable law, to file in its own name applications for trademark, service mark or copyright registration in the United States and in foreign countries in connection with the Trademarks, and to secure in its own name the registrations granted thereon. Assignors agree that procedures may be taken with the United States Patent and Trademark Office or any other regulatory offices by Assignee acting alone to record the transfer to Assignee of any of the Trademarks conveyed herein.
3. Further Assurances. Assignors, for themselves and their heirs and assigns, hereby covenant that from time to time after delivery of this instrument, without further

consideration, Assignors will provide all assistance reasonably requested by Assignee in the establishment, registration, preservation and enforcement of Assignee's rights to such Trademarks. Assignors agree to execute any additional documents, make all rightful oaths, and take any further actions, that Assignee reasonably considers necessary to effect, perfect or evidence the assignment set forth in Section 2 above.

4. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of Assignors and Assignee and their respective heirs, executors, administrators, successors and assigns.

5. Governing Law. This Assignment shall be governed by and construed in accordance with the internal laws of the State of New York applicable to agreements made and to be performed entirely within such State, without regard to the choice of laws principles of such State, as to all matters, including matters of validity, construction, effect, enforceability, performance and remedies.

6. Counterparts. This Assignment may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more such counterparts have been signed by each of the parties and delivered to the other party.

7. Terms of Purchase Agreement. This Assignment is intended to effect and evidence the transactions contemplated by the Purchase Agreement. In the event of a conflict between the terms and conditions of this Assignment and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall govern, supersede and prevail. Notwithstanding anything to the contrary in this Assignment, nothing herein is intended to, nor shall it, expand, modify, amend, waive, limit, qualify or otherwise alter any of the terms, conditions or provisions of the Purchase Agreement, the terms, conditions and provisions of which are hereby incorporated herein by reference.

(Signature Page Follows)

IN WITNESS WHEREOF, each of the parties hereto has caused this Assignment to be duly executed on its behalf by its officer thereunto duly authorized, as of the date first written above.

BROADWING INC., an Ohio corporation

By: *Michael Callaghan*
Name: *Michael Callaghan*
Title: *SVP Corp Dir*

CINCINNATI BELL DIRECTORY INC., an Ohio corporation

By: *Douglas A. Myers*
Name: *Douglas A. Myers*
Title: *President*

CBD MEDIA LLC, a Delaware limited liability company

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, each of the parties hereto has caused this Assignment to be duly executed on its behalf by its officer thereunto duly authorized, as of the date first written above.

BROADWING INC., an Ohio corporation

By: _____
Name: _____
Title: _____

CINCINNATI BELL DIRECTORY INC., an Ohio corporation

By: _____
Name: _____
Title: _____

CBD MEDIA LLC, a Delaware limited liability company

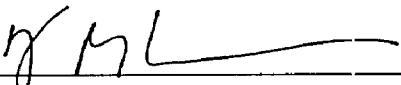
By:  _____
Name: Brion B. Applegate
Title: President

EXHIBIT A

Trademarks

Trademark	Country	Application Number	Registration Number
TARGET DELIVERY	U.S.A.	75/019,960	2,157,218
CINCINNATI-TODAY	U.S.A.	75/343,142	2,373,287
THE WORK BOOK	U.S.A.	74/077472	1,665,468
THE WORK BOOK	U.S.A.	74/077426	1,646,240
TALKING YELLOW PAGES LOGO	U.S.A.	73/760200	1,564,968
CINCINNATI EXCHANGE	U.S.A.	75/744,965	N/A
CINCINNATIEXCHANGE.COM & Design		N/A	N/A
MY YELLOW PAGES & Design		N/A	N/A