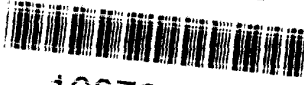
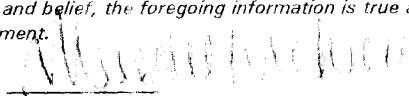


Form PTO-1594 1-31-92 7-13-98		07-15-1998  100765541	<div style="border: 2px solid black; padding: 5px; display: inline-block;"> RECEIVED U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office JUL 13 1998 Attached original documents or copy </div>
To the Honorable Commissioner or thereof.			
1. Name of conveying party(ies): <u>Southern Star Communications, Inc.</u> <input type="checkbox"/> Individuals <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation - Delaware <input type="checkbox"/> Other _____ Additional name(s) of conveying party(ies) attached? Yes <input checked="" type="checkbox"/> No	2. Name and address of receiving party(ies): Name: <u>Bankers Trust Company</u> Internal Address: <u>One Bankers Trust Plaza</u> Street Address: <u>130 Liberty Street</u> City: <u>New York</u> State: <u>New York</u> ZIP: <u>10006</u> <input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input checked="" type="checkbox"/> Corporation _____ <input type="checkbox"/> Other _____ If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes <input type="checkbox"/> No <input type="checkbox"/> (Designations must be a separate document from Assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
3. Nature of conveyance: Assignment _____ Merger _____ <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____ Execution Date: <u>May 28, 1998</u>	4. Application number(s) or registration number(s): A. Trademark Application No.(s) <u>75/261,994</u> Additional numbers attached Yes <input checked="" type="checkbox"/> No		
5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>John Scheibeler, Esq.</u> Internal Address: <u>White & Case</u> Street Address: <u>1155 Avenue of the Americas</u> City: <u>New York</u> State: <u>NY</u> ZIP: <u>10036-2787</u>	6. Total number of applications and registrations involved: 1 7. Total fee (37 CFR 3.41): <u>\$40.00</u> E <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account 8. Deposit account number: <u>23-1705</u> (Attach duplicate copy of this page if paying by deposit account)		
DO NOT USE THIS SPACE			
9. Statement and signature. <i>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.</i> <div style="display: flex; justify-content: space-between;"> <div style="width: 30%;"> <u>Meredith Schorr</u> Name of Person Signing </div> <div style="width: 30%; text-align: center;">  Signature </div> <div style="width: 30%; text-align: right;"> Total number of pages comprising cover sheet: </div> </div>			

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TRADEMARK
 REEL: 1753 FRAME: 0242

ASSIGNMENT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS AND PATENTS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Southern Star Communications, Inc., a Delaware corporation ("the Assignor") with principal offices at 600 Congress Avenue, Suite 1400, Austin, Texas 78701, hereby assigns and grants to Bankers Trust Company, as Collateral Agent, with principal offices at One Bankers Trust Plaza, New York, New York 10006 (the "Assignee"), a security interest in (i) all of the Assignor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, (ii) all of the Assignor's rights, title and interest in and to the United States patents (the "Patents") set forth on Schedule B attached, in each case together with (iii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks and Patents, (iv) the goodwill of the businesses with which the Marks are associated and (v) all causes of action arising prior to or after the date hereof for infringement of any of the Marks and Patents or unfair competition regarding the same.

THIS ASSIGNMENT is made to secure the satisfactory performance and payment of all the Obligations of the Assignor, as such term is defined in the Security Agreement among Assignor, the other assignors from time to time party thereto and the Assignee, dated as of May 29, 1998 (as amended from time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Assignee shall, upon such satisfaction, execute, acknowledge, and deliver to the Assignor an instrument in writing releasing the security interest in the Marks and Patents acquired under this Assignment.

This Assignment has been granted in conjunction with the security interest granted to the Assignee under the Security Agreement. The rights and remedies of the Assignee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by

reference. In the event that any provisions of this Assignment are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the
28th day of May, 1998.

SOUTHERN STAR COMMUNICATIONS, INC.

By

Name:

KATHY ARCHER

Title:

VICE PRESIDENT

BANKERS TRUST COMPANY,

as Collateral Agent,

as Assignee

By

Name:

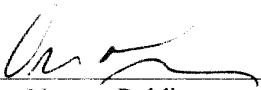
JAMES KELLY

Title:

VICE PRESIDENT

STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

On this 29th day of May, 1998 before me personally came Kathy Archer, who being duly sworn, did depose and say that she is Vice-President of SOUTHERN STAR COMMUNICATIONS, INC. that she is authorized to execute the foregoing Assignment on behalf of said corporation and that he did so by authority of the Board of Directors of said corporation.

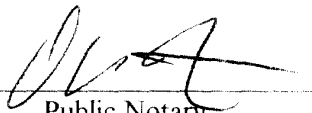


Notary Public

OLASE M. FREEMAN
Notary Public, State of New York
No. 01ER5071714
Qualified in Kings County
Certificate Filed in New York County
Commission Expires Jan. 21, 1999

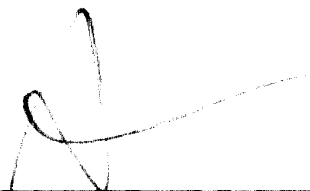
STATE OF NEW YORK)
) SS:
COUNTY OF NEW YORK)

On this 29th day of May, 1998, before me personally came Jim Reilly who, being by me duly sworn, did state as follows: that he is Vice-President of Bankers Trust Company, that he is authorized to execute the foregoing Assignment on behalf of said corporation and that he did so by authority of the Board of Directors of said corporation



Public Notary

OLASE M. FREEMAN
Notary Public, State of New York
No. 01FR5071714
Qualified in Kings County
Certificate Filed in New York County
Commission Expires Jan. 21, 1999

Attested to by: 

Name: Adam A. Moniz
Date: May 29, 1998

II. SCHEDULE OF PENDING APPLICATIONS FOR
U.S. TRADEMARK REGISTRATIONS ON THE BASIS OF USE
IN COMMERCE UNDER 17 USC §1051(a)

(Each Subsidiary has none unless listed below)

Listed Owner	Mark	Serial No.	Filing Date
Pacific Star Communications, Inc.	PACSTAR Communications	75-244,380	02-19-1997
Pacific Star Communications, Inc.	Pacific Star Communications	75-244,377	02-19-1997
Pacific Star Communications, Inc.	Pacific Star Communications	75-243,860	02-19-1997
Capstar Broadcasting Partners, Inc.	StarSystem	75-461,002	04-02-1998
Capstar Broadcasting Partners, Inc.	Central Star Communications	75-304,022	06-05-1997
Capstar Broadcasting Partners, Inc.	GulfStar Communications	75-303,622	06-05-1997
Commodore Media of Delaware, Inc.	Commodore Media of Delaware, Inc.	75-364,178	09-29-1997
Commodore Media of Delaware, Inc.	Design Only	75-374,943	10-17-1997
Southern Star Communications, Inc.	Southern Star Communications	75-261,994	03-24-1997

TRADEMARK