		765			
Form PTO-1594 R' 1-31-92 7-13-98	07 - 1	5-1998 DERAST MENT DE COMMENCE			
To the Honorable Commissioner of P thereof.	3 (25:E) 1(5:: 25:: 56:: 1	ep original/documents of copy			
Name of conveying party(ies): Pacific Star Communications, Inc. □ Individuals □ General Partnership □ Limite X Corporation - Delaware □ Other Additional name(s) of conveying partylies) at	ed Partnership	765540 2. Name and address of receiving party(ies): Name: _Bankers Trust Company Internal Address: One Bankers Trust Plaza Street Address: 130 Liberty Street City: New York State: New York ZIP: 10006			
3. Nature of conveyance: Assignment X Security Agreement Other Execution Date: May 28, 1998	Merger Change of Name	□ Individual(s) citizenship □ Association □ General Partnership □ Limited Partnership χ Corporation- □ Other □ 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 □ No			
4. Application number(s) or registration A. Trademark Application No.(s) 75/244,380 75/244,377 75/243,860		Trademark Registration No.{s}			
 Name and address of party to whom concerning document should be mail Name: <u>John Scheibeler, Esq.</u> 	correspondence ed:	6. Total number of applications and registrations involved:			
Internal Address: White & Case		7. Total fee (37 CFR 3.41): \$90.00 E X Enclosed Authorized to be charged to deposit account			
Street Address: 1155 Avenue of the	Americas	8. Deposit account number:			
City: New York State: NY ZIF	?: <u>10036-2787</u>	23-1705 (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 be true copy of the original document. Meredith Schorr	lief, the foregoing i	information is true and correct and any attached copy is a			
Name of Person Signing	Signature	Total nudanteer of pages comprising cover sheet:			

07/14/1996 TTON11 00000253 75244380

01 FC:481 02 FC:482 40.00 0P 50.00 0P ASSIGNMENT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS AND PATENTS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of

which are hereby acknowledged, Pacific 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

newyork 267°15 v1 [5qq3011.DOC]

TRADEMARK REEL: 1753 FRAME: 0263 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.

PACIFIC STAR COMMUNICATIONS, INC.

Name:

ATHY ARCHER

BANKERS TRUST COMPANY,

as Collateral Agent,

as Assignee

Name:

-3-

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 <u>lie freedy</u> of PACIFIC 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. 01FR5071714
Qualified In Kings County
Certificate Filed In New York County
Commission Expires Jan. 21, 1999

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

REEL: 1753 FRAME: 0267