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- Total number of pages comprising cover sheet:

TRADEMARK  
REEL: 1753 FRAME: 0262

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

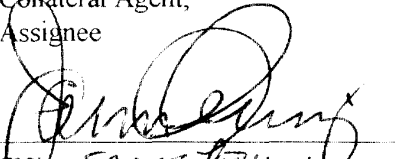
reference. In the event that any provisions of this Assignment are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

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

PACIFIC 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 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