

Form PTO-1594  
1-31-92

7-13-58



100764986

RECEIVED  
U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office  
JUL 12 1998  
the attached original documents or copy

To the Honorable Commiss  
thereof.

1. Name of conveying party(ies):  
 Liberty Broadcasting of New York, Inc.  
☐ Individuals  
☒ General Partnership ☐ Limited Partnership  
☒ Corporation - New York  
☐ Other \_\_\_\_\_  
 Additional name(s) of conveying party(ies) attached? YesX No

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

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

Merger  
Change of Name

Execution Date: May 28, 1998

☐ Individual(s) citizenship \_\_\_\_\_  
☐ Association \_\_\_\_\_  
☐ General Partnership \_\_\_\_\_  
☐ Limited Partnership \_\_\_\_\_  
☒ 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 number(s):

A. Trademark Application No.(s)

Trademark Registration No.(s)

1,853,836

Additional numbers attached Yes ☒ No

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

Name: John Scheibeler, Esq.

Internal Address: White & Case

**Street Address:** 1155 Avenue of the Americas

City: New York State: NY ZIP: 10036-2787

6. Total number of applications and registrations involved:

7. Total fee (37 CFR 3.41): . . . \$40.00

X Enclosed  
Authorized to be charged to deposit account

8. Deposit account number:

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 belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Meredith Schorr

Name of Person Signing

**Signature**

Total number of pages comprising cover sheet:

07/14/1998 TTON11

00000257 1853836

**01 FC:481**

**40.00 DP**

TRADEMARK  
REEL: 1753 FRAME: 0497

ASSIGNMENT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS AND PATENTS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Liberty Broadcasting of New York, Inc., a New York 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.

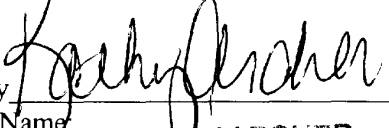
THIS ASSIGNMENT is made to secure the satisfactory performance and payment of all the Obligations of the Assignor, as such term is defined in the Security Agreement among Assignor, the other assignors from time to time party thereto and the Assignee, dated as of May 29, 1998 (as amended from time to 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

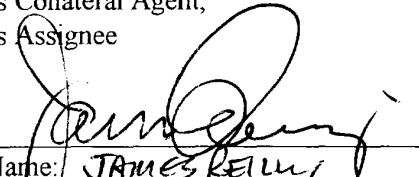
reference. In the event that any provisions of this Assignment are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

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

LIBERTY BROADCASTING OF NEW YORK, INC.

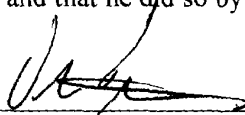
By   
Name: **KATHY ARCHER**  
Title: **VICE PRESIDENT**

BANKERS TRUST COMPANY,  
as Collateral Agent,  
as Assignee

By   
Name: **JAMES KELLY**  
Title: **VICE PRESIDENT**

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

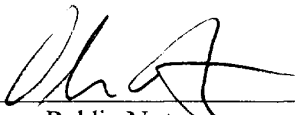
On this 29th day of May, 1998 before me personally came Kathy Archer, who being duly sworn, did depose and say that she is Vice-President of LIBERTY BROADCASTING OF NEW YORK, INC. that she is authorized to execute the foregoing Assignment on behalf of said corporation and that he did so by authority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

  
\_\_\_\_\_  
Notary Public

DLASE 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

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

On this 29<sup>th</sup> 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

Listed Owner	Registered Mark	Registration No.	Registration Date
Quass Broadcasting Corporation	KHAK	1,383,706	02-18-1986
Quass Broadcasting Corporation	K-Hawk Country	1,383,705	02-18-1986
Quass Broadcasting Corporation	KHAK & Design	1,383,704	02-18-1986
Quass Broadcasting Corporation	KHAK Country	1,383,702	02-18-1986
Breadbasket Broadcasting Corporation	KNAX Kickin' Country 98 & Design	2,069,077	06-10-1997
Capstar Radio Broadcasting Partners, Inc. (as successor to Commodore Media, Inc.)	Commodore Media, Inc.	2,099,475	09-23-1997
Capstar Radio Broadcasting Partners, Inc. (as successor to Commodore Media, Inc.)	Commodore Media, Inc. & Design	2,099,455	09-23-1997
Beck-Ross Communications, Inc.	WSNE	1,740,224	12-15-1992
Beck-Ross Communications, Inc.	WHCN	1,737,105	12-01-1992
Beck-Ross Communications, Inc.	WBLI	1,740,221	12-15-1992
Liberty Broadcasting of New York, Inc.	WHFM	1,853,836	09-13-1994
Multi-Market Radio, Inc.	Big Country	1,940,583	12-12-1995
SFX Broadcasting of Texas (KTCK), Inc.	The Ticket	2,133,670	02-03-1998