

Form PTO-1594
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is attached original documents or copy

To the Honorable Commission
thereof.

<p>1. Name of conveying party(ies): Breadbasket Broadcasting Corporation <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</p>	<p>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></p> <p><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 _____</p> <p>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 type="checkbox"/> No</p>
<p>3. Nature of conveyance: Assignment _____ Merger _____ <input checked="" type="checkbox"/> Security Agreement _____ Change of Name _____ <input type="checkbox"/> Other _____ Execution Date: <u>May 28, 1998</u></p>	<p>4. Application number(s) or registration number(s): A. Trademark Application No.(s) _____</p> <p>Trademark Registration No.(s) <u>2,069,077</u></p> <p>Additional numbers attached Yes <input checked="" type="checkbox"/> No</p>
<p>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></p>	<p>6. Total number of applications and registrations involved: <u>1</u></p> <p>7. Total fee (37 CFR 3.41): ... \$<u>40.00</u> <u>E</u> <input checked="" type="checkbox"/> Enclosed Authorized to be charged to deposit account</p> <p>8. Deposit account number: <u>23-1705</u> (Attach duplicate copy of this page if paying by deposit account)</p>
<p>DO NOT USE THIS SPACE</p>	
<p>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> <u>Meredith Schorr</u> <u>Meredith Schorr</u> <u>7-13-98</u> Name of Person Signing Signature Total number of pages comprising cover sheet:</p>	

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ASSIGNMENT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS AND PATENTS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Breadbasket Broadcasting Corporation, 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.

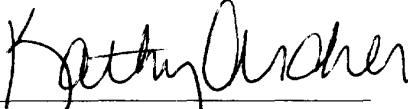
THIS ASSIGNMENT is made to secure the satisfactory performance and payment of all the Obligations of the Assignor, as such term is defined in the Security Agreement among Assignor, the other assignors from time to time party thereto and the Assignee, dated as of May 29, 1998 (as amended from time to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

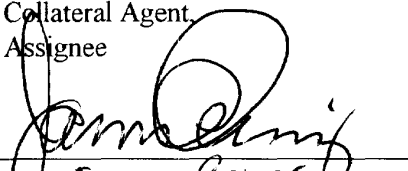
reference. In the event that any provisions of this Assignment are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

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

BREADBASKET BROADCASTING CORPORATION

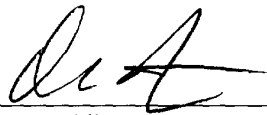
By 
Name: KATHY ARCHER
Title: VICE PRESIDENT

BANKERS TRUST COMPANY,
as Collateral Agent,
as Assignee

By 
Name: JAMES KELLY
Title: VICE PRESIDENT

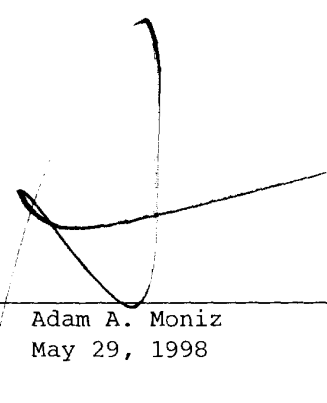
STATE OF NEW YORK)
) SS.:
COUNTY OF NEW YORK)

On this 29th day of May, 1998, before me personally came 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