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RECEIVED
U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office
JUL 13 1998
he attached original documents or copy

100764988

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

☐ 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

Trademark Registration No.(s)
2,029,410


Additional numbers attached Yes ☒ No

6. Total number of applications and registrations involved:

Internal Address: White & Case

Street Address: 1155 Avenue of the Americas

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

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

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

Signature

Total number of pages comprising cover sheet:

Q1 FC:481

40.00 0P

TRADEMARK
REEL: 1753 FRAME: 0526

ASSIGNMENT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS AND PATENTS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Benchmark Communications Radio Limited Partnership, a Maryland 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.

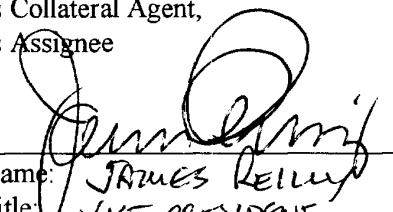
BENCHMARK COMMUNICATIONS
RADIO LIMITED PARTNERSHIP

By


Name: KATHY ARCHER
Title: VICE PRESIDENT

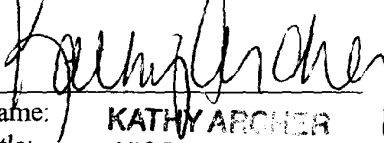
BANKERS TRUST COMPANY,
as Collateral Agent,
as Assignee

By

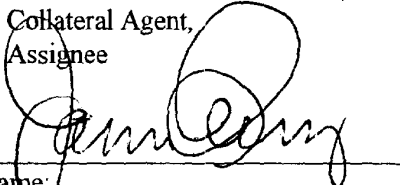

Name: JAMES REILLY
Title: VICE PRESIDENT

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

BENCHMARK COMMUNICATIONS
RADIO LIMITED PARTNERSHIP

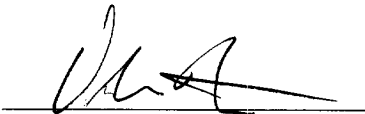
By 
Name: **KATHY ARCHER**
Title: **VICE PRESIDENT**

BANKERS TRUST COMPANY,
as Collateral Agent,
as Assignee

By 
Name: **JAMES REILLY**
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 by me duly sworn, did state as follows: that she is Vice President of BENCHMARK COMMUNICATIONS RADIO LIMITED PARTNERSHIP 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.

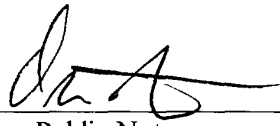


Notary Public

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

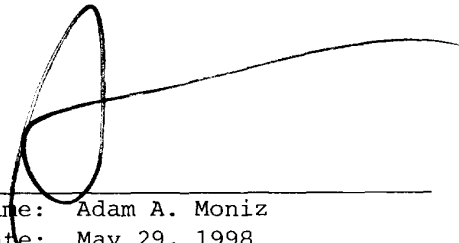
STATE OF NEW YORK)
) SS.:
COUNTY OF NEW YORK)

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

ANNEX E
(Security Agreement)

I. SCHEDULE OF U.S. TRADEMARK REGISTRATIONS

(Each Subsidiary has none unless listed below)

Listed Owner	Registered Mark	Registration No.	Registration Date
Osborn Entertainment Enterprises Corporation	Jamboree in the Hills (Stylized Letters)	2,072,991	06-24-1997
Osborn Entertainment Enterprises Corporation	Jamboree in the Hills (Stylized Letters)	1,992,634	08-13-1996
Osborn Entertainment Enterprises Corporation	Jamboree in the Hills & Design	1,100,371	08-22-1978
Osborn Entertainment Enterprises Corporation (sucessor by merger with Wheeling Entertainment Corporation ("WEC"))	Jamboree U.S.A. & Design	1,134,669	05-06-1980
Osborn Entertainment Enterprises Corporation (WEC)	Jamboree U.S.A. & Design	1,130,226	02-05-1980
Osborn Entertainment Enterprises Corporation (WEC)	Jamboree in the Hills & Design	1,116,089	04-03-1979
Osborn Entertainment Enterprises Corporation (WEC)	Jamboree U.S.A. & Design	1,904,479	07-11-1995
Osborn Entertainment Enterprises Corporation (WEC)	Jamboree USA (Stylized Letters)	1,913,437	08-22-1995
Osborn Entertainment Enterprises Corporation (WEC)	Jamboree USA (Stylized Letters)	1,913,369	08-22-1995
Osborn Entertainment Enterprises Corporation (WEC)	Jamboree USA (Stylized Letters)	1,956,081	02-13-1996
WCOS-FM Licensee Limited Partnership	Mason & Dixon	1,891,410	04-25-1995
Benchmark Communications Radio Limited Partnership	Country Heartlines	2,029,762	01-14-1997

TRADEMARK

RECORDED: 07/13/1998

REEL: 1753 FRAME: 0533