

MRD 8-3-98

10-29-1998



100862298

UNITED STATES PATENT AND TRADEMARK OFFICE

RECORDATION FORM COVER SHEET

TRADEMARKS ONLY

To the Honorable Commissioner of Patents and Trademarks:

Please record the attached original document or copy thereof.

1. Name and address of conveying party:

See Schedule A attached hereto.

2. Name and address of receiving party:

Toronto Dominion (Texas), Inc., as  
Administrative Agent  
909 Fannin Street, Suite 1700  
Houston, TX 77010

A Delaware corporation.

If assignee is not domiciled in the United States, a domestic representative designation is attached: \_\_\_\_

(Designation must be a separate document from Assignment)

3. Nature of conveyance: Second Amended and Restated Subsidiary Trademark Collateral Security and Pledge Agreement dated as of July 16, 1998, and attached hereto as Exhibit 1.

Executed by all conveying parties on July 16, 1998.

RECEIVED  
SEP 10 - 9 1998  
ASSIGNMENT

08/06/1998 SSMITH 00000068 73513092

01 FC:481	40.00 OP
02 FC:482	1050.00 OP

4. Registration numbers:

<u>Trademark Applications</u>	<u>Serial No.</u>	<u>Application Date</u>
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SEE SCHEDULE B

<u>Trademarks</u>	<u>Registration No.</u>	<u>Registration Date</u>
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SEE SCHEDULE B

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

Richard S. Denhup, Esq.  
Bingham Dana LLP  
150 Federal Street  
Boston, MA 02110


6. Total number of applications and registrations involved: 43

7. Total fee enclosed: \$1090.00

8. Deposit account number: [Not applicable]

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.

  
\_\_\_\_\_  
Name: Richard S. Denhup  
Date: July 31, 1998

Mail documents to be recorded with required cover sheet information to:

Box Assignment Fee  
Assistant Commissioner of Trademarks  
2900 Crystal Drive  
Arlington, VA 22202-3513

**Schedule A**

1. Emmis FM Broadcasting Corporation of Chicago  
950 North Meridian Street, Suite 1200  
Indianapolis, IN 46204  
  
An Indiana corporation.
2. Emmis FM Radio Corporation of Indianapolis  
950 North Meridian Street, Suite 1200  
Indianapolis, IN 46204  
  
An Indiana corporation.
3. Emmis Publishing Corporation  
950 North Meridian Street, Suite 1200  
Indianapolis, IN 46204  
  
An Indiana corporation.
4. Emmis Television License Corporation of Honolulu  
4444 Lakeside Drive, Suite 320  
Burbank, CA 91505  
  
A California corporation.
5. Emmis Indiana Broadcasting, L.P.  
950 North Meridian Street, Suite 1200  
Indianapolis, IN 46204  
  
An Indiana limited partnership.
6. Emmis Publishing, L.P.  
950 North Meridian Street, Suite 1200  
Indianapolis, IN 46204  
  
An Indiana limited partnership.
7. Mediatex Communications Corporation  
P.O. Box 1569  
Austin, TX 78767  
  
A Texas corporation.
8. Texas Monthly, Inc.  
P.O. Box 1569  
Austin, TX 78767  
  
A Texas corporation.

TRADEMARKS AND TRADEMARK REGISTRATIONSEMMIS FM BROADCASTING CORPORATION OF CHICAGOTrademark Applications

<u>Mark</u>	<u>Filing Date</u>	<u>Serial Number</u>
Radio Mutation	1/17/98	75-424,387
On-Line Lunch (words only)	7/5/96	75-130,029

Trademark Registrations

<u>Mark</u>	<u>Filing Date</u>	<u>Serial Number</u>	<u>Registration Date</u>	<u>Registration Number</u>
Q101 "THE SOLUTION"	12/11/84	73-513,092	10/22/85	1,367,063
(stylized Letters)				
Q-101 (words only)	10/25/96	75-187,400	8/26/97	2,091,433

EMMIS FM RADIO CORPORATION OF INDIANAPOLIS

Trademark Applications

<u>Mark</u>	<u>Filing Date</u>	<u>Serial Number</u>
Rolling Classic Hits Hall of Fame (words only)	4/11/97	75-274,459

EMMIS INDIANA BROADCASTING, L.P.

Trademark Applications

<u>Mark</u>	<u>Filing Date</u>	<u>Serial Number</u>
WIBC	10/21/97	75-376,663
The 93.1 WNAP Raft Race (words only)	11/9/94	74-596,869

Trademark Registrations

<u>Mark</u>	<u>Filing Date</u>	<u>Serial Number</u>	<u>Registration Date</u>	<u>Registration Number</u>
WNAP (words only)	11/14/94	74-598,787	11/7/95	1,933,115
97.1 WENS (words only)	11/14/94	74-598,789	10/24/95	1,929,945
WENS (words only)	11/9/94	74-597,025	11/14/95	1,935,348
NONE (design only)	11/5/94	74-596,422	11/7/95	1,933,090
The Wrath of the Buzzard (words only)	11/8/94	74-596,452	8/27/96	1,996,470

EMMIS PUBLISHING CORPORATION

Trademark Applications

<u>Mark</u>	<u>Filing Date</u>	Serial <u>Number</u>
Cincinnati Magazine	12/9/97	75-402,448



EMMIS PUBLISHING, L.P.

Trademark Registrations

<u>Mark</u>	<u>Filing Date</u>	<u>Serial Number</u>	<u>Registration Date</u>	<u>Registration Number</u>
Soul of the South (words only)	2/12/96	75-056,546	3/25/97	2,048,459
Celebrating the Soul of the South (words only)	2/9/96	75-055,581	1/14/97	2,030,159
Indianapolis Monthly (words only)	10/17/94	74-586,454	9/12/95	1,917,939
Atlanta  (words only)	4/19/82	73-360,421	9/13/83	1,251,117
Atlanta  (stylized letters)	4/19/82	73-360,422	9/13/83	1,251,118
Atlanta Magazine  (words only)	5/8/61	72-119,464	7/31/62	735,488
Atlanta Magazine (words only)	2/9/96	75-055,579	7/29/97	2,083,254

MEDIATEX COMMUNICATIONS CORPORATION

Trademark Applications

<u>Mark</u>	<u>Filing Date</u>	<u>Serial Number</u>
WWW Ranch	11/16/95	75-020,778
texasmonthly.com	11/16/95	75-020,779
wwwranch.com	11/16/95	75-020,780
linkstexas.com	7/1/96	75-129,012
linkstexas	7/1/96	75-129,171
Texas Entertainment	12/5/97	75-405,817
Texas Primer	12/15/97	75-405,818
State Secrets	12/18/97	75-407,432
Texas Secrets	12/15/97	75-405,816

Trademark Registrations

<u>Mark</u>	<u>Filing Date</u>	<u>Serial Number</u>	<u>Registration Date</u>	<u>Registration Number</u>
Texas Monthly	4/1/74	73-017,629	12/23/75	1,027,910
Behind the Lines	11/16/95	75-020,777	11/18/97	2,113,378

TEXAS MONTHLY, INC.

Trademark Applications

<u>Mark</u>	<u>Filing Date</u>	<u>Serial Number</u>
(Design Only)	11/24/92	74-334,295
Tour De Texas	7/29/94	74-556,108
Texas Today	8/21/97	75-344,765
Texas Tour Guide	12/15/97	75-405,815
Domain	7/2/85	73-546,134
Planet Texas	11/24/92	74-334,318

Trademark Registrations

<u>Mark</u>	<u>Filing Date</u>	<u>Serial Number</u>	<u>Registration Date</u>	<u>Registration Number</u>
Last Page	8/9/96	75-147,321	10/28/97	2,110,143
Texas Traveler	11/16/95	75-021,024	12/31/96	2,028,035
Texas Tour and Meeting Guide	6/27/95	74-694,345	9/9/97	2,094,074
Texas Bride	7/26/94	74-553,861	6/9/98	2,164,813
(Design Only)	11/24/92	74-334,325	7/23/96	1,987,805

EMMIS TELEVISION LICENSE CORPORATION OF HONOLULU

Trademark Registrations

<u>Mark</u>	<u>Filing Date</u>	<u>Serial Number</u>	<u>Registration Date</u>	<u>Registration Number</u>
KHON-TV	6/2/87	73-664,304	1/19/88	1,473, 537

**SECOND AMENDED AND RESTATED SUBSIDIARY  
TRADEMARK COLLATERAL  
SECURITY AND PLEDGE AGREEMENT**

SECOND AMENDED AND RESTATED SUBSIDIARY TRADEMARK COLLATERAL SECURITY AND PLEDGE AGREEMENT dated as of July 16, 1998, among Emmis FM Holding Corporation of New York, a Delaware corporation, Emmis Radio Corporation of New York (f/k/a Emmis Holding Corporation of New York), a Delaware corporation, Emmis Broadcasting Corporation of New York, an Indiana corporation, Emmis FM Broadcasting Corporation of Indianapolis, an Indiana corporation, Emmis FM Broadcasting Corporation of Chicago, an Indiana corporation, Emmis FM Broadcasting Corporation of St. Louis, an Indiana corporation, KPWR, Inc., an Indiana corporation, Emmis Publishing Corporation, an Indiana corporation, Emmis FM Radio Corporation of Indianapolis, an Indiana corporation, Emmis AM Radio Corporation of Indianapolis, an Indiana corporation, Emmis 104.1 FM Radio Corporation of St. Louis, an Indiana corporation, Emmis 106.5 FM Broadcasting Corporation of St. Louis, an Indiana corporation, Emmis International Broadcasting Corporation, a California corporation, Emmis DAR, Inc., an Indiana corporation, Emmis International Corporation, an Indiana corporation, Emmis 105.7 FM Radio Corporation of Indianapolis, an Indiana corporation, Emmis 1310 AM Radio Corporation of Indianapolis, an Indiana corporation, Emmis Meadowlands Corporation, an Indiana corporation, Emmis 1380 AM Radio Corporation of St. Louis, an Indiana corporation, Mediatex Communications Corporation, a Texas corporation, Texas Monthly, Inc., a Texas corporation, Mediatex Development Corporation, a Texas corporation, Emmis License Corporation, a California corporation, Emmis License Corporation, a California corporation, Emmis Television License Corporation of Honolulu, a California corporation, KPWR License, Inc., a California corporation, Emmis FM License Corporation of St. Louis, a California corporation, Emmis Television License Corporation of Mobile, a California corporation, Emmis 104.1 FM Radio License Corporation of St. Louis, a California corporation, Emmis FM License Corporation of Indianapolis, a California corporation, Emmis AM Radio License Corporation of Indianapolis, a California corporation, Emmis 106.5 FM License Corporation of St. Louis, a California corporation, Emmis FM Radio License Corporation of Indianapolis, a California corporation, Emmis FM License Corporation of Chicago, a California corporation, Emmis Television License Corporation of Green Bay, a California corporation, Emmis License Corporation of New York, a California corporation, Emmis Radio License Corporation of New York, a California corporation, Emmis 1310 AM Radio License Corporation of Indianapolis, a California corporation, Emmis 105.7 FM Radio License Corporation of Indianapolis, a California corporation, Emmis Television License Corporation of New Orleans, a California corporation, and Emmis 101.9 FM Radio Corporation of New York, a Michigan corporation, Emmis Indiana Broadcasting, L.P. (f/k/a Emmis Indiana Radio, L.P.), an Indiana limited partnership, Emmis Publishing, L.P., an Indiana limited partnership, and Emmis Television Broadcasting, L.P., an Indiana limited partnership (collectively, the "Assignors"), and Toronto Dominion (Texas), Inc., as Administrative Agent (the "Agent") for itself and the banking

institutions (hereinafter, collectively, the "Banks") which are, or may in the future become, parties to a Second Amended and Restated Revolving Credit Agreement and Term Loan, dated as of July 16, 1998 (as amended and in effect from time to time, the "Credit Agreement"), among Emmis Communications Corporation (f/k/a Emmis Broadcasting Corporation) ("Emmis"), the Banks, the Agent, BankBoston, N.A., as documentation agent, and First Union National Bank, as syndication agent.

WHEREAS, Emmis and the Assignors are members of a group of related entities, the success of any one of which is dependent in part on the success of other members of such group;

WHEREAS, each of the Assignors expects to receive substantial direct and indirect benefits from the extensions of credit to Emmis by the Banks pursuant to the Credit Agreement (which benefits are hereby acknowledged);

WHEREAS, the Assignors have entered into a Third Amended and Restated Subsidiary Guaranty of even date herewith (as amended and in effect from time to time, the "Guaranty") in favor of the Banks and the Agent, pursuant to which the Assignors guaranteed all of the obligations of Emmis to the Banks and the Agent under or in respect of the Credit Agreement;

WHEREAS, the Assignors have executed and delivered to the Agent, for the benefit of the Banks and the Agent, the Third Amended and Restated Subsidiary Security Agreement of even date herewith (as amended and in effect from time to time, the "Subsidiary Security Agreement"), pursuant to which each of the Assignors has granted to the Agent, for the benefit of the Banks and the Agent, a security interest in all of such Assignor's personal property and fixture assets, including without limitation the trademarks, service marks, trademark and service mark registrations, and trademark and service mark registration applications listed on Schedule A attached hereto, all to secure the payment and performance of the Obligations (as defined in the Credit Agreement);

WHEREAS, Emmis has requested that the Amended and Restated Revolving Credit and Term Loan Agreement, dated as of July 1, 1997 (as amended and in effect from time to time, the "Existing Credit Agreement") be amended and restated in its entirety pursuant to the terms of the Credit Agreement;

WHEREAS, as a condition precedent to the amendment and restatement of the Existing Credit Agreement and the extension of any credit thereunder, the Assignors are required to amend and restate (i) the Amended and Restated Subsidiary Trademark Collateral Security and Pledge Agreement, dated as of July 1, 1997, (ii) the Trademark Collateral Security and Pledge Agreement dated as of June 9, 1994 and (iii) the Trademark Collateral Security and Pledge Agreement dated as of December 1, 1994 (as amended and in effect from time to time, collectively, the "Existing Subsidiary Trademark Agreements"), to, among other things, (i) confirm and ratify their grant to the Agent under the Existing Subsidiary Trademark Agreements of a continuing security

interest in the Pledged Trademarks (as defined therein), and (ii) expressly provide a grant of and security interest in the Pledged Trademarks (as defined herein), in each case to secure all Obligations of the Assignors under the Guaranty; and

WHEREAS, this Trademark Agreement is supplemental to the provisions contained in the Subsidiary Security Agreement;

NOW, THEREFORE, in consideration of the premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, in order to induce the Banks to amend and restate the Existing Credit Agreement as aforesaid and to make Loans to Emmis pursuant to the Credit Agreement, and to secure the Assignors' Obligations under the Guaranty, the Assignors agree with the Agent, for its benefit and the benefit of the Banks, that the Existing Subsidiary Trademark Agreements be, and the same hereby are amended and restated in their entirety as set forth above and as follows (and, in the case of Attachments, in the forms attached hereto):

### 1. DEFINITIONS.

Capitalized terms used herein and not otherwise defined herein shall have the respective meanings provided therefor in the Credit Agreement and the Subsidiary Security Agreement. In addition, the following terms shall have the meanings set forth in this §1 or elsewhere in this Trademark Agreement referred to below:

Assignment of Marks. See §2.1.

Associated Goodwill. All goodwill of each of the Assignors and its business, products and services appurtenant to, associated with or symbolized by the Trademarks and the use thereof.

Pledged Trademarks. All of each Assignor's right, title and interest in and to all of the Trademarks, the Trademark Registrations, the Trademark License Rights, the Trademark Rights, the Associated Goodwill, the Related Assets, and all accessions to, substitutions for, replacements of, and all products and proceeds of any and all of the foregoing.

PTO. The United States Patent and Trademark Office.

Related Assets. All assets, rights and interests of the Assignors that uniquely reflect or embody the Associated Goodwill, including the following:

(a) all patents, inventions, copyrights, trade secrets, confidential information, formulae, methods or processes, compounds, recipes, know-how, methods and operating systems, drawings, descriptions, formulations, manufacturing and production and delivery procedures, quality control procedures, product and service specifications, catalogs, price lists, and advertising materials, relating to the manufacture, production, delivery, provision

and sale of goods or services under or in association with any of the Trademarks;  
and

(b) the following documents and things in the possession or under the control of the Assignors, or subject to their demand for possession or control, related to the production, delivery, provision and sale by the Assignors, or any affiliate, franchisee, licensee or contractor, of products or services sold by or under the authority of the Assignors in connection with the Trademarks or Trademark Rights, whether prior to, on or subsequent to the date hereof:

(i) all lists, contracts, ancillary documents and other information that identify, describe or provide information with respect to any customers, dealers or distributors of the Assignors, their affiliates or franchisees or licensees or contractors, for products or services sold under or in connection with the Trademarks or Trademark Rights, including all lists and documents containing information regarding each customer's, dealer's or distributor's name and address, credit, payment, discount, delivery and other sale terms, and history, pattern and total of purchases by brand, product, style, size and quantity;

(ii) all agreements (including franchise agreements), product and service specification documents and operating, production and quality control manuals relating to or used in the design, manufacture, production, delivery, provision and sale of products or services under or in connection with the Trademarks or Trademark Rights;

(iii) all documents and agreements relating to the identity and locations of all sources of supply, all terms of purchase and delivery, for all materials, components, raw materials and other supplies and services used in the manufacture, production, provision, delivery and sale of products or services under or in connection with the Trademarks or Trademark Rights; and

(iv) all agreements and documents constituting or concerning the present or future, current or proposed advertising and promotion by the Assignors (or any of their affiliates, franchisees, licensees or contractors) of products or services sold under or in connection with the Trademarks or Trademark Rights.

Trademark Agreement. This Second Amended and Restated Subsidiary Trademark Collateral Security and Pledge Agreement, as amended and in effect from time to time.

Trademark License Rights. Any and all past, present or future rights and interests of the Assignors pursuant to any and all past, present and future franchising or licensing agreements in favor of the Assignors, or to which any Assignors is a party, pertaining to any Trademarks, Trademark Registrations, or Trademark Rights owned or used by third



parties in the past, present or future, including the right (but not the obligation) in the name of the Assignors or the Collateral Agent to enforce, and sue and recover for, any breach or violation of any such agreement to which any Assignors is a party.

Trademark Registrations. All past, present or future federal, state, local and foreign registrations of the Trademarks, all past, present and future applications for any such registrations (and any such registrations thereof upon approval of such applications), together with the right (but not the obligation) to apply for such registrations (and prosecute such applications) in the name of the Assignors or the Collateral Agent, and to take any and all actions necessary or appropriate to maintain such registrations in effect and renew and extend such registrations.

Trademark Rights. Any and all past, present or future rights in, to and associated with the Trademarks throughout the world, whether arising under federal law, state law, common law, foreign law or otherwise, including the following: all such rights arising out of or associated with the Trademark Registrations; the right (but not the obligation) to register claims under any state, federal or foreign trademark law or regulation; the right (but not the obligation) to sue or bring opposition or cancellation proceedings in the name of the Assignors or the Collateral Agent for any and all past, present and future infringements or dilution of or any other damages or injury to the Trademarks, the Trademark Rights, or the Associated Goodwill, and the rights to damages or profits due or accrued arising out of or in connection with any such past, present or future infringement, dilution, damage or injury; and the Trademark License Rights.

Trademarks. All of the trademarks, service marks, designs, logos, indicia, trade names, corporate names, company names, business names, fictitious business names, trade styles, elements of package or trade dress, and other source and product or service identifiers, used or associated with or appurtenant to the products, services and businesses of the Assignors, that (i) are set forth on Schedule A hereto, or (ii) have been adopted, acquired, owned, held or used by the Assignors or are now owned, held or used by the Assignors, in the Assignors' business, or with the Assignors' products and services, or in which the Assignors have any right, title or interest, or (iii) are in the future adopted, acquired, owned, held and used by the Assignors in the Assignors' business or with the Assignors' products and services, or in which the Assignors in the future acquires any right, title or interest.

Use. With respect to any Trademark, all uses of such Trademark by, for or in connection with the Assignors or their businesses or for the direct or indirect benefit of the Assignors or their businesses, including all such uses by the Assignors themselves, by any of the affiliates of the Assignors, or by any franchisee, licensee or contractor of the Assignors.

Unless otherwise provided herein, the rules of interpretation set forth in §1.2 of the Credit Agreement shall be applicable to this Trademark Agreement.

## **2. GRANT OF SECURITY INTEREST.**

**2.1. Security Interest; Assignment of Marks.** The Assignors hereby confirm that pursuant to the Existing Subsidiary Trademark Agreements, the Assignors pledged and assigned to the Agent, for its benefit and the benefit of the Banks, and granted to the Agent, for its benefit and the benefit of such Banks, a continuing security interest and lien on the Pledged Trademarks, and pledged and mortgaged (but did not transfer title to) the Pledged Trademarks to the Agent for the benefit of the Banks and the Agent. As collateral security for the payment and performance in full of all of the Obligations, each Assignor hereby ratifies, restates and reaffirms such pledge and security interest and hereby unconditionally grants to the Agent, for the benefit of the Banks and the Agent, a continuing security interest in and lien on the Pledged Trademarks, and pledges and mortgages (but does not transfer title to) the Pledged Trademarks to the Agent for the benefit of the Banks and the Agent. In addition, each Assignor has executed in blank and delivered to the Agent an assignment of federally registered trademarks in substantially the form of Exhibit 1 hereto (the "Assignment of Marks") The Assignors hereby authorize the Agent to complete as assignee and record with the PTO the Assignment of Marks upon the occurrence and during the continuance of an Event of Default and the proper exercise of the Agent's remedies under this Trademark Agreement and the Subsidiary Security Agreement.

**2.2. Conditional Assignment.** In addition to, and not by way of limitation of, the grant, pledge and mortgage of the Pledged Trademarks provided in §2.1, each Assignor grants, assigns, transfers, conveys and sets over to the Collateral Agent, for the benefit of the Banks and the Agent, such Assignor's entire right, title and interest in and to the Pledged Trademarks; provided that such grant, assignment, transfer and conveyance shall be and become of force and effect only (i) upon or after the occurrence and during the continuance of an Event of Default and (ii) either (A) upon the written demand of the Collateral Agent at any time during such continuance or (B) immediately and automatically (without notice or action of any kind by the Collateral Agent) upon an Event of Default for which acceleration of the Loans is automatic under the Credit Agreement or upon the sale or other disposition of or foreclosure upon the Collateral pursuant to the Subsidiary Security Agreement and applicable law (including the transfer or other disposition of the Collateral by the Assignors to the Collateral Agent or its nominee in lieu of foreclosure).

**2.3. Supplemental to Subsidiary Security Agreement.** Pursuant to the Subsidiary Security Agreement each Assignor has granted to the Collateral Agent, for the benefit of the Banks and the Agent, a continuing security interest in and lien on the Collateral (including the Pledged Trademarks). The Subsidiary Security Agreement, and all rights and interests of the Agent in and to the Collateral (including the Pledged Trademarks) thereunder, are hereby ratified and confirmed in all respects. In no event shall this Trademark Agreement, the grant, assignment, transfer and conveyance of the Pledged Trademarks hereunder, or the recordation of this Trademark Agreement (or any document hereunder) with the PTO, adversely affect or impair, in any way or to any extent, the Subsidiary Security Agreement, the security interest of the Agent in the

Collateral (including the Pledged Trademarks) pursuant to the Subsidiary Security Agreement and this Trademark Agreement, the attachment and perfection of such security interest under the Uniform Commercial Code (including the security interest in the Pledged Marks), or any present or future rights and interests of the Agent in and to the Collateral under or in connection with the Subsidiary Security Agreement, this Trademark Agreement or the Uniform Commercial Code. Any and all rights and interests of the Agent in and to the Pledged Trademarks (and any and all obligations of any Assignor with respect to the Pledged Trademarks) provided herein, or arising hereunder or in connection herewith, shall only supplement and be cumulative and in addition to the rights and interests of the Agent (and the obligations of any Assignor) in, to or with respect to the Collateral (including the Pledged Trademarks) provided in or arising under or in connection with the Subsidiary Security Agreement and shall not be in derogation thereof.

### **3. REPRESENTATIONS, WARRANTIES AND COVENANTS.**

Each Assignor represents, warrants and covenants that: (i) Schedule A sets forth a true and complete list of all Trademarks and Trademark Registrations now owned, licensed, controlled or used by the Assignors; (ii) the Trademarks and Trademark Registrations are subsisting and have not been adjudged invalid or unenforceable, in whole or in part, and there is no litigation or proceeding pending concerning the validity or enforceability of the Trademarks or Trademark Registrations; (iii) to the best of each Assignor's knowledge, each of the Trademarks and Trademark Registrations is valid and enforceable; (iv) to the best of each Assignor's knowledge, there is no infringement by others of the Trademarks, Trademark Registrations or Trademark Rights; (v) no claim has been made that the use of any of the Trademarks does or may violate the rights of any third person, and to the best of each Assignor's knowledge, there is no infringement by the Assignors of the trademark rights of others; (vi) the Assignors are the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks (other than ownership and other rights reserved by third party owners with respect to Trademarks that any Assignor is licensed to use), free and clear of any liens, charges, encumbrances and adverse claims, including pledges, assignments, licenses, registered user agreements and covenants by the Assignors not to sue third persons, other than the security interest and assignment created by the Subsidiary Security Agreement and this Trademark Agreement; (vii) each Assignor has the unqualified right to enter into this Trademark Agreement and to perform its terms and has entered and will enter into written agreements with each of its present and future employees, agents, consultants, licensors and licensees that will enable them to comply with the covenants herein contained; (viii) each Assignor has used, and will continue to use, proper statutory and other appropriate proprietary notices in connection with its use of the Trademarks; (ix) each Assignor has used, and will continue to use for the duration of this Trademark Agreement, consistent standards of quality in its manufacture and provision of products and services sold or provided under the Trademarks; (x) this Trademark Agreement, together with the Subsidiary Security Agreement, will create in favor of the Agent a valid and perfected first priority security interest in the Pledged Trademarks upon making the filings referred to in clause (xi) of this §3; and (xi) except

for the filing of financing statements under the Uniform Commercial Code and the recording of this Trademark Agreement with the PTO, no authorization, approval or other action by, and no notice to or filing with, any governmental or regulatory authority, agency or office is required either (A) for the grant by the Assignors or the effectiveness of the security interest and assignment granted hereby or for the execution, delivery and performance of this Trademark Agreement by the Assignors, or (B) for the perfection of or the exercise by the Agent of any of its rights and remedies hereunder.

#### **4. NO TRANSFER OR INCONSISTENT AGREEMENTS.**

Without the Agent's prior written consent, the Assignors will not (i) mortgage, pledge, assign, encumber, grant a security interest in, transfer, license or alienate any of the Pledged Trademarks, or (ii) enter into any agreement (for example, a license agreement) that is inconsistent with the Assignors' obligations under this Trademark Agreement or the Subsidiary Security Agreement.

#### **5. AFTER-ACQUIRED TRADEMARKS, ETC.**

**5.1. After-acquired Trademarks.** If, before the Obligations shall have been finally paid and satisfied in full, any Assignor shall obtain any right, title or interest in or to any other or new Trademarks, Trademark Registrations or Trademark Rights, the provisions of this Trademark Agreement shall automatically apply thereto and such Assignor shall promptly provide to the Agent notice thereof in writing and execute and deliver to the Agent such documents or instruments as the Agent may reasonably request further to implement, preserve or evidence the Agent's interest therein.

**5.2. Amendment to Schedule.** Each Assignor authorizes the Agent to modify this Trademark Agreement and the Assignment of Marks, without the necessity of any Assignor's further approval or signature, by amending Schedule A hereto and the Annex to the Assignment of Marks to include any future or other Trademarks, Trademark Registrations or Trademark Rights under §2 or §5.

#### **6. TRADEMARK PROSECUTION.**

**6.1. Assignors Responsible.** The Assignors shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with the Pledged Trademarks, and shall hold each of the Agent and the Banks harmless from any and all costs, damages, liabilities and expenses that may be incurred by any Agent or any Bank in connection with the Agent's interest in the Pledged Trademarks or any other action or failure to act in connection with this Trademark Agreement or the transactions contemplated hereby. In respect of such responsibility, the Assignors shall retain trademark counsel acceptable to the Agent.

**6.2. Assignors' Duties, etc.** The Assignors shall have the right and the duty, through trademark counsel acceptable to the Agent, to prosecute diligently any trademark registration applications of the Trademarks pending as of the date of this Trademark Agreement or thereafter, to preserve and maintain all rights in the Trademarks and

Trademark Registrations, including the filing of appropriate renewal applications and other instruments to maintain in effect the Trademark Registrations and the payment when due of all registration renewal fees and other fees, taxes and other expenses that shall be incurred or that shall accrue with respect to any of the Trademarks or Trademark Registrations. Any expenses incurred in connection with such applications and actions shall be borne by the Assignors. The Assignors shall not abandon any filed trademark registration application, or any Trademark Registration or Trademark, without the consent of the Agent, which consent shall not be unreasonably withheld.

**6.3. Assignors' Enforcement Rights.** Each Assignor shall have the right and the duty to bring suit or other action in such Assignor's own name to maintain and enforce the Trademarks, the Trademark Registrations and the Trademark Rights. The Assignors may require the Agent to join in such suit or action as necessary to assure the Assignors' ability to bring and maintain any such suit or action in any proper forum if (but only if) the Agent is completely satisfied that such joinder will not subject any Agent or any Bank to any risk of liability. The Assignors shall promptly, upon demand, reimburse and indemnify the Agent for all damages, costs and expenses, including legal fees, incurred by the Agent pursuant to this §6.3.

**6.4. Protection of Trademarks, etc.** In general, the Assignors shall take any and all such actions (including institution and maintenance of suits, proceedings or actions) as may be necessary or appropriate to properly maintain, protect, preserve, care for and enforce the Pledged Trademarks. The Assignors shall not take or fail to take any action, nor permit any action to be taken or not taken by others under its control, that would adversely affect the validity, grant or enforcement of the Pledged Trademarks.

**6.5. Notification by Assignors.** Promptly upon obtaining knowledge thereof, the Assignors will notify the Agent in writing of the institution of, or any final adverse determination in, any proceeding in the PTO or any similar office or agency of the United States or any foreign country, or any court, regarding the validity of any of the Trademarks or Trademark Registrations or the Assignors' rights, title or interests in and to the Pledged Trademarks, and of any event that does or reasonably could materially adversely affect the value of any of the Pledged Trademarks, the ability of the Assignors or the Agent to dispose of any of the Pledged Trademarks or the rights and remedies of the Agent in relation thereto (including but not limited to the levy of any legal process against any of the Pledged Trademarks).

## **7. REMEDIES.**

Upon the occurrence and during the continuance of an Event of Default, the Agent shall have, in addition to all other rights and remedies given it by this Trademark Agreement (including, without limitation, those set forth in §2.2, the Credit Agreement, the Subsidiary Security Agreement and the other Loan Documents, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in the State of New York, and, without limiting the generality of the foregoing, the Agent may immediately, without demand of performance and without other notice

(except as set forth next below) or demand whatsoever to the Assignors, all of which are hereby expressly waived, sell or license at public or private sale or otherwise realize upon the whole or from time to time any part of the Pledged Trademarks, or any interest that the Assignors may have therein, and after deducting from the proceeds of sale or other disposition of the Pledged Trademarks all expenses incurred by the Agent in attempting to enforce this Trademark Agreement (including all reasonable expenses for broker's fees and legal services), shall apply the residue of such proceeds toward the payment of the Obligations as set forth in or by reference in the Subsidiary Security Agreement. Notice of any sale, license or other disposition of the Pledged Trademarks shall be given to the Assignors at least five (5) days before the time that any intended public sale or other public disposition of the Pledged Trademarks is to be made or after which any private sale or other private disposition of the Pledged Trademarks may be made, which the Assignors hereby agree shall be reasonable notice of such public or private sale or other disposition. At any such sale or other disposition, the Agent may, to the extent permitted under applicable law, purchase or license the whole or any part of the Pledged Trademarks or interests therein sold, licensed or otherwise disposed of.

#### **8. COLLATERAL PROTECTION.**

If the Assignors shall fail to do any act that they have covenanted to do hereunder, or if any representation or warranty of the Assignors shall be breached, the Agent, in its own name or that of the Assignors (in the sole discretion of the Agent), may (but shall not be obligated to) do such act or remedy such breach (or cause such act to be done or such breach to be remedied), and the Assignors agree promptly to reimburse the Agent for any cost or expense incurred by the Agent in so doing.

#### **9. POWER OF ATTORNEY.**

If any Event of Default shall have occurred and be continuing, the Assignors do hereby make, constitute and appoint the Agent (and any officer or agent of the Agent as the Agent may select in its exclusive discretion) as the Assignors' true and lawful attorney-in-fact, with full power of substitution and with the power to endorse the Assignors' names on all applications, documents, papers and instruments necessary for the Agent to use the Pledged Trademarks, or to grant or issue any exclusive or nonexclusive license of any of the Pledged Trademarks to any third person, or to take any and all actions necessary for the Agent to assign, pledge, convey or otherwise transfer title in or dispose of any of the Pledged Trademarks or any interest of the Assignors therein to any third person, and, in general, to execute and deliver any instruments or documents and do all other acts that the Assignors are obligated to execute and do hereunder. The Assignors hereby ratify all that such attorney shall lawfully do or cause to be done by virtue hereof and releases each of the Agent and the Banks from any claims, liabilities, causes of action or demands arising out of or in connection with any action taken or omitted to be taken by the Agent under this power of attorney (except for the Agent's gross negligence or willful misconduct). This power of attorney is coupled with an interest and shall be irrevocable for the duration of this Trademark Agreement.

#### **10. FURTHER ASSURANCES.**

The Assignors shall, at any time and from time to time, and at their expense, make, execute, acknowledge and deliver, and file and record as necessary or appropriate with governmental or regulatory authorities, agencies or offices, such agreements, assignments, documents and instruments, and do such other and further acts and things (including, without limitation, obtaining consents of third parties), as the Agent may request or as may be necessary or appropriate in order to implement and effect fully the intentions, purposes and provisions of this Trademark Agreement, or to assure and confirm to the Agent the grant, perfection and priority of the Agent's security interest in the Pledged Trademarks.

#### **11. TERMINATION.**

At such time as all of the Obligations have been finally paid and satisfied in full, this Trademark Agreement shall terminate and the Agent shall, upon the written request and at the expense of the Assignors, execute and deliver to the Assignors all deeds, assignments and other instruments as may be necessary or proper to reassign and reconvey to and re-vest in the Assignors the entire right, title and interest to the Pledged Trademarks previously granted, assigned, transferred and conveyed to the Agent by the Assignors pursuant to this Trademark Agreement, as fully as if this Trademark Agreement had not been made, subject to any disposition of all or any part thereof that may have been made by the Agent pursuant hereto or the Subsidiary Security Agreement.

#### **12. COURSE OF DEALING.**

No course of dealing between the Assignors and the Agent, nor any failure to exercise, nor any delay in exercising, on the part of the Agent, any right, power or privilege hereunder or under the Subsidiary Security Agreement or any other agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

#### **13. EXPENSES.**

Any and all fees, costs and expenses, of whatever kind or nature, including the reasonable attorneys' fees and expenses incurred by the Agent in connection with the preparation of this Trademark Agreement and all other documents relating hereto, the consummation of the transactions contemplated hereby or the enforcement hereof, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance or renewal fees, encumbrances, or otherwise protecting, maintaining or preserving the Pledged Trademarks, or in defending or prosecuting any actions or proceedings arising out of or related to the Pledged Trademarks, shall be borne and paid by the Assignors.

**14. OVERDUE AMOUNTS.**

Until paid, all amounts due and payable by the Assignors hereunder shall be a debt secured by the Pledged Trademarks and other Collateral and shall bear, whether before or after judgment, interest at the default rate of interest set forth in the Credit Agreement.

**15. NO ASSUMPTION OF LIABILITY; INDEMNIFICATION.**

**NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, NEITHER ANY AGENT NOR ANY BANK ASSUMES ANY LIABILITIES OF THE ASSIGNORS WITH RESPECT TO ANY CLAIM OR CLAIMS REGARDING THE ASSIGNORS' OWNERSHIP OR PURPORTED OWNERSHIP OF, OR RIGHTS OR PURPORTED RIGHTS ARISING FROM, ANY OF THE PLEDGED TRADEMARKS OR ANY USE, LICENSE OR SUBLICENSE THEREOF, WHETHER ARISING OUT OF ANY PAST, CURRENT OR FUTURE EVENT, CIRCUMSTANCE, ACT OR OMISSION OR OTHERWISE. ALL OF SUCH LIABILITIES SHALL BE EXCLUSIVELY THE RESPONSIBILITY OF THE ASSIGNORS AND THE ASSIGNORS SHALL INDEMNIFY THE AGENT AND THE BANKS FOR ANY AND ALL COSTS, EXPENSES, DAMAGES AND CLAIMS, INCLUDING LEGAL FEES, INCURRED BY ANY AGENT OR ANY BANK WITH RESPECT TO SUCH LIABILITIES.**

**16. NOTICES.**

All notices and other communications made or required to be given pursuant to this Trademark Agreement shall be made in the manner set forth in Section 24 of the Credit Agreement.

**17. AMENDMENT AND WAIVER.**

This Trademark Agreement is subject to modification only by a writing signed by the Agent (with the consent of the Majority Banks) and the Assignors, except as provided in §5.2. The Agent shall not be deemed to have waived any right hereunder unless such waiver shall be in writing and signed by the Agent and the Majority Banks. A waiver on any one occasion shall not be construed as a bar to or waiver of any right on any future occasion.

**18. GOVERNING LAW; CONSENT TO JURISDICTION.**

**THIS TRADEMARK AGREEMENT IS INTENDED TO TAKE EFFECT AS A SEALED INSTRUMENT AND SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.** The Assignors agree that any suit for the enforcement of this Trademark Agreement may be brought in the courts of the State of New York or any federal court sitting therein and consent to the non-exclusive jurisdiction of such court and to service



of process in any such suit being made upon the Assignors by mail at the address specified pursuant to §16. The Assignors hereby waive any objection that they may now or hereafter have to the venue of any such suit or any such court or that such suit is brought in an inconvenient court.

**19. WAIVER OF JURY TRIAL.**

**EACH OF THE AGENT AND THE ASSIGNORS WAIVE THEIR RIGHT TO A JURY TRIAL WITH RESPECT TO ANY ACTION OR CLAIM ARISING OUT OF ANY DISPUTE IN CONNECTION WITH THIS TRADEMARK AGREEMENT, ANY RIGHTS OR OBLIGATIONS HEREUNDER OR THE PERFORMANCE OF ANY SUCH RIGHTS OR OBLIGATIONS.** Each Assignor (i) certifies that neither any Agent or any Bank nor any representative, agent or attorney of any Agent or any Bank has represented, expressly or otherwise, that any Agent or any Bank would not, in the event of litigation, seek to enforce the foregoing waivers, and (ii) acknowledges that, in entering into the Credit Agreement and the other Loan Documents to which any Agent or any Bank is a party, the Agent and the Banks are relying upon, among other things, the waivers and certifications contained in this §19.

**20. MISCELLANEOUS.**

The headings of each section of this Trademark Agreement are for convenience only and shall not define or limit the provisions thereof. This Trademark Agreement and all rights and obligations hereunder shall be binding upon the Assignors and their respective successors and assigns, and shall inure to the benefit of the Agent, the Banks and their respective successors and assigns. In the event of any irreconcilable conflict between the provisions of this Trademark Agreement and the Credit Agreement, or between this Trademark Agreement and the Subsidiary Security Agreement, the provisions of the Credit Agreement or the Subsidiary Security Agreement, as the case may be, shall control. If any term of this Trademark Agreement shall be held to be invalid, illegal or unenforceable, the validity of all other terms hereof shall in no way be affected thereby, and this Trademark Agreement shall be construed and be enforceable as if such invalid, illegal or unenforceable term had not been included herein. The Assignors acknowledge receipt of a copy of this Trademark Agreement.

**IN WITNESS WHEREOF**, this Trademark Agreement has been executed as of the day and year first above written.

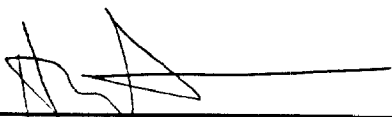
**EMMIS BROADCASTING  
CORPORATION OF NEW  
YORK  
EMMIS FM BROADCASTING  
CORPORATION OF  
INDIANAPOLIS  
EMMIS FM BROADCASTING  
CORPORATION OF CHICAGO  
EMMIS FM BROADCASTING  
CORPORATION OF ST. LOUIS  
KPWR, INC.  
EMMIS PUBLISHING  
CORPORATION  
EMMIS FM RADIO CORPORATION  
OF INDIANAPOLIS  
EMMIS AM RADIO CORPORATION  
OF INDIANAPOLIS  
EMMIS 104.1 FM RADIO  
CORPORATION OF ST. LOUIS  
EMMIS 106.5 FM BROADCASTING  
CORPORATION OF ST. LOUIS  
EMMIS INTERNATIONAL  
BROADCASTING  
CORPORATION  
EMMIS DAR, INC.  
EMMIS 105.7 FM RADIO  
CORPORATION OF  
INDIANAPOLIS  
EMMIS 1310 AM RADIO  
CORPORATION OF  
INDIANAPOLIS  
EMMIS MEADOWLANDS  
CORPORATION  
EMMIS 1380 AM RADIO  
CORPORATION OF ST. LOUIS  
MEDIATEX COMMUNICATIONS  
CORPORATION  
TEXAS MONTHLY, INC.  
EMMIS INTERNATIONAL  
CORPORATION**

**MEDIATEX DEVELOPMENT  
CORPORATION**


By:   
Title: Executive Vice President

**EMMIS LICENSE CORPORATION  
KPWR LICENSE, INC.  
EMMIS FM LICENSE  
CORPORATION OF ST. LOUIS  
EMMIS TELEVISION LICENSE  
CORPORATION OF MOBILE  
EMMIS 104.1 FM RADIO LICENSE  
CORPORATION OF ST. LOUIS  
EMMIS FM LICENSE  
CORPORATION OF  
INDIANAPOLIS  
EMMIS AM RADIO LICENSE  
CORPORATION OF  
INDIANAPOLIS  
EMMIS LICENSE CORPORATION  
OF NEW YORK  
EMMIS RADIO LICENSE  
CORPORATION OF NEW  
YORK  
EMMIS 1310 AM RADIO LICENSE  
CORPORATION OF  
INDIANAPOLIS  
EMMIS TELEVISION LICENSE  
CORPORATION OF  
HONOLULU  
EMMIS 105.7 FM RADIO LICENSE  
CORPORATION OF  
INDIANAPOLIS  
EMMIS TELEVISION LICENSE  
CORPORATION OF NEW  
ORLEANS  
EMMIS 106.5 FM LICENSE  
CORPORATION OF ST. LOUIS  
EMMIS FM LICENSE  
CORPORATION OF CHICAGO  
EMMIS TELEVISION LICENSE  
CORPORATION OF GREEN  
BAY**


**EMMIS FM RADIO LICENSE  
CORPORATION OF  
INDIANAPOLIS  
EMMIS INTERNATIONAL  
CORPORATION**

By:   
Title: Executive Vice President

**EMMIS FM HOLDING  
CORPORATION OF NEW  
YORK  
EMMIS RADIO CORPORATION OF  
NEW YORK (f/k/a Emmis  
Holding Corporation of New York)**

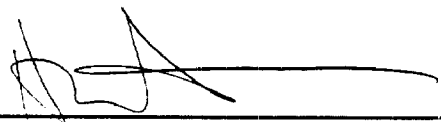
By:   
Title: Executive Vice President

**EMMIS 101.9 FM RADIO  
CORPORATION OF NEW  
YORK**

By:   
Title: Executive Vice President

**EMMIS INDIANA BROADCASTING,  
L.P. (f/k/a Emmis Indiana Radio, L.P.)  
EMMIS PUBLISHING, L.P.  
EMMIS TELEVISION  
BROADCASTING, L.P.**

By: Emmis Communications  
Corporation (f/k/a Emmis  
Broadcasting Corporation),  
its General Partner

By:   
Title: Executive Vice President

Accepted:

**TORONTO DOMINION (TEXAS), INC.,**  
as Administrative Agent

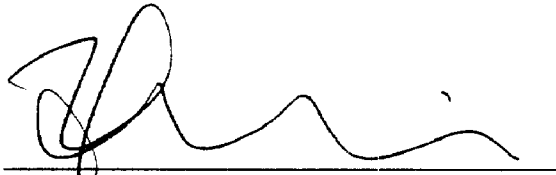
By: 

Title: NEVA NESBITT  
VICE PRESIDENT

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF New York )  
COUNTY OF New York ) ss.

On this the 16<sup>th</sup> day of July, 1998, before me appeared Howard Schott the person who signed this instrument, who acknowledged that (s)he is the Ex. V.P. of Emmis License Corporation, Emmis Television License Corporation of Honolulu, KPWR License, Inc., Emmis FM License Corporation of St. Louis, Emmis Television License Corporation of Mobile, Emmis 104.1 FM Radio License Corporation of St. Louis, Emmis FM License Corporation of Indianapolis, Emmis AM Radio License Corporation of Indianapolis, Emmis 106.5 FM License Corporation of St. Louis, Emmis FM License Corporation of Chicago, Emmis Television License Corporation of Green Bay, Emmis FM Radio License Corporation of Indianapolis, Emmis License Corporation of New York, Emmis Radio License Corporation of New York, Emmis 1310 AM Radio License Corporation of Indianapolis, Emmis 105.7 FM Radio License Corporation of Indianapolis, Emmis Television License Corporation of New Orleans, and Emmis License Corporation, and that being duly authorized (s)he signed such instrument as a free act on behalf of such corporations.

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

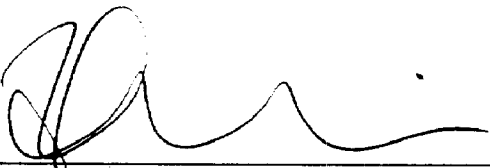
[Seal]

My commission expires: 8/16/02

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF New York )  
COUNTY OF New York ) ss.

On this the 16<sup>th</sup> day of July, 1998, before me appeared Harold Schrott the person who signed this instrument, who acknowledged that (s)he is the Ex. V. P. of the Emmis Broadcasting Corporation of New York, Emmis Meadowlands Corporation, Emmis 1380 AM Radio Corporation of St. Louis, Emmis FM Broadcasting Corporation of Indianapolis, Emmis FM Broadcasting Corporation of Chicago, Emmis FM Broadcasting Corporation of St. Louis, KWPR, Inc., Emmis Publishing Corporation, Emmis FM Radio Corporation of Indianapolis, Emmis AM Radio Corporation of Indianapolis, Emmis 104.1 FM Radio Corporation of St. Louis, Emmis 106.5 FM Broadcasting Corporation of St. Louis, Emmis International Broadcasting Corporation, Emmis DAR, Inc., Emmis International Corporation, Emmis 105.7 FM Radio Corporation of Indianapolis, Emmis 1310 AM Radio Corporation of Indianapolis, Mediatex Communications Corporation, Texas Monthly Inc., and Mediatex Development Corporation and that being duly authorized (s)he signed such instrument as a free act on behalf of such corporations.

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

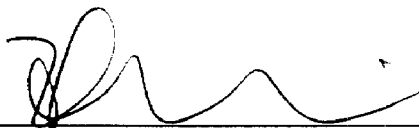
[Seal]

My commission expires: 8/16/02

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF New York )  
COUNTY OF New York ) ss.

On this the 16<sup>th</sup> day of July, 1998, before me appeared Howard Schrott, the person who signed this instrument, who acknowledged that (s)he is the Ex. V. P. of Emmis FM Holding Corporation of New York and Emmis Radio Corporation of New York (f/k/a Emmis Holding Corporation of New York) and that being duly authorized (s)he signed such instrument as a free act on behalf of such corporations.

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


[Seal]

My commission expires: 8/16/02

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF New York )  
COUNTY OF New York ) ss.

On this the 16<sup>th</sup> day of July, 1998, before me appeared Howard Schrott, the person who signed this instrument, who acknowledged that (s)he is the Ex. V. P. of Emmis 101.9 FM Radio Corporation of New York and that being duly authorized (s)he signed such instrument as a free act on behalf of such corporation.

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

[Seal]

My commission expires: 8/16/02



CERTIFICATE OF ACKNOWLEDGMENT

STATE OF New York )  
COUNTY OF New York ) ss.

On this the 16<sup>th</sup> day of July, 1998, before me appeared Howard Schrott, the person who signed this instrument, who acknowledged that (s)he is the Ex. V.P. of Emmis Indiana Broadcasting, L.P. (f/k/a Emmis Indiana Radio, L.P.), Emmis Publishing, L.P., and Emmis Television Broadcasting, L.P., and that being duly authorized (s)he signed such instrument as a free act on behalf of such limited partnerships.



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

[Seal]

My commission expires: 8/16/02

# SCHEDULE A

## TRADEMARKS AND TRADEMARK REGISTRATIONS

### EMMIS FM BROADCASTING CORPORATION OF CHICAGO

#### Trademark Applications

<u>Mark</u>	<u>Filing Date</u>	<u>Serial Number</u>
Radio Mutation	1/17/98	75-424,387
On-Line Lunch (words only)	7/5/96	75-130,029

#### Trademark Registrations

<u>Mark</u>	<u>Filing Date</u>	<u>Serial Number</u>	<u>Registration Date</u>	<u>Registration Number</u>
Q101 "THE SOLUTION" (stylized Letters)	12/11/84	73-513,092	10/22/85	1,367,063
Q-101 (words only)	10/25/96	75-187,400	8/26/97	2,091,433

EMMIS FM RADIO CORPORATION OF INDIANAPOLIS

Trademark Applications

<u>Mark</u>	Filing <u>Date</u>	Serial <u>Number</u>
Rolling Classic Hits Hall of Fame (words only)	4/11/97	75-274,459

EMMIS INDIANA BROADCASTING, L.P.

Trademark Applications

<u>Mark</u>	<u>Filing Date</u>	<u>Serial Number</u>
WIBC	10/21/97	75-376,663
The 93.1 WNAP Raft Race (words only)	11/9/94	74-596,869

Trademark Registrations

<u>Mark</u>	<u>Filing Date</u>	<u>Serial Number</u>	<u>Registration Date</u>	<u>Registration Number</u>
WNAP (words only)	11/14/94	74-598,787	11/7/95	1,933,115
97.1 WENS (words only)	11/14/94	74-598,789	10/24/95	1,929,945
WENS (words only)	11/9/94	74-597,025	11/14/95	1,935,348
NONE (design only)	11/5/94	74-596,422	11/7/95	1,933,090
The Wrath of the Buzzard (words only)	11/8/94	74-596,452	8/27/96	1,996,470

EMMIS PUBLISHING CORPORATION

Trademark Applications

<u>Mark</u>	<u>Filing Date</u>	<u>Serial Number</u>
Cincinnati Magazine	12/9/97	75-402,448

EMMIS PUBLISHING, L.P.

Trademark Registrations

<u>Mark</u>	<u>Filing Date</u>	<u>Serial Number</u>	<u>Registration Date</u>	<u>Registration Number</u>
Soul of the South (words only)	2/12/96	75-056,546	3/25/97	2,048,459
Celebrating the Soul of the South (words only)	2/9/96	75-055,581	1/14/97	2,030,159
Indianapolis Monthly (words only)	10/17/94	74-586,454	9/12/95	1,917,939
Atlanta  (words only)	4/19/82	73-360,421	9/13/83	1,251,117
Atlanta  (stylized letters)	4/19/82	73-360,422	9/13/83	1,251,118
Atlanta Magazine  (words only)	5/8/61	72-119,464	7/31/62	735,488
Atlanta Magazine (words only)	2/9/96	75-055,579	7/29/97	2,083,254

MEDIATEX COMMUNICATIONS CORPORATION

Trademark Applications

<u>Mark</u>	<u>Filing Date</u>	<u>Serial Number</u>
WWW Ranch	11/16/95	75-020,778
texasmonthly.com	11/16/95	75-020,779
wwwranch.com	11/16/95	75-020,780
linkstexas.com	7/1/96	75-129,012
linkstexas	7/1/96	75-129,171
Texas Entertainment	12/5/97	75-405,817
Texas Primer	12/15/97	75-405,818
State Secrets	12/18/97	75-407,432
Texas Secrets	12/15/97	75-405,816

Trademark Registrations

<u>Mark</u>	<u>Filing Date</u>	<u>Serial Number</u>	<u>Registration Date</u>	<u>Registration Number</u>
Texas Monthly	4/1/74	73-017,629	12/23/75	1,027,910
Behind the Lines	11/16/95	75-020,777	11/18/97	2,113,378

TEXAS MONTHLY, INC.

Trademark Applications

<u>Mark</u>	<u>Filing Date</u>	<u>Serial Number</u>
(Design Only)	11/24/92	74-334,295
Tour De Texas	7/29/94	74-556,108
Texas Today	8/21/97	75-344,765
Texas Tour Guide	12/15/97	75-405,815
Domain	7/2/85	73-546,134
Planet Texas	11/24/92	74-334,318

Trademark Registrations

<u>Mark</u>	<u>Filing Date</u>	<u>Serial Number</u>	<u>Registration Date</u>	<u>Registration Number</u>
Last Page	8/9/96	75-147,321	10/28/97	2,110,143
Texas Traveler	11/16/95	75-021,024	12/31/96	2,028,035
Texas Tour and Meeting Guide	6/27/95	74-694,345	9/9/97	2,094,074
Texas Bride	7/26/94	74-553,861	6/9/98	2,164,813
(Design Only)	11/24/92	74-334,325	7/23/96	1,987,805



EMMIS TELEVISION LICENSE CORPORATION OF HONOLULU

Trademark Registrations

<u>Mark</u>	<u>Filing Date</u>	<u>Serial Number</u>	<u>Registration Date</u>	<u>Registration Number</u>
KHON-TV	6/2/87	73-664,304	1/19/88	1,473, 537

## EXHIBIT I

### ASSIGNMENT OF TRADEMARKS AND SERVICE MARKS (U.S.)

WHEREAS, each of the corporations and limited partnerships listed on the signature page below (each an "Assignor"), has adopted and used and is using the trademarks and service marks identified opposite its name on the Annex hereto (with respect to each such Assignor, the "Marks"), and is the owner of the registrations of and pending registration applications for such Marks in the United States Patent and Trademark Office identified on such Annex; and

WHEREAS, \_\_\_\_\_, a \_\_\_\_\_, having a place of business at \_\_\_\_\_ (the "Assignee"), is desirous of acquiring the Marks and the registrations thereof and registration applications therefor;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, each Assignor does hereby assign, sell and transfer unto the Assignee all right, title and interest in and to its Marks, together with (i) the registrations of and registration applications for such Marks, (ii) the goodwill of the business symbolized by and associated with such Marks and the registrations thereof, and (iii) the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to such Marks or the registrations thereof or such associated goodwill.

This Assignment of Trademarks and Service Marks (U.S.) is intended to and shall take effect as a sealed instrument at such time as the Assignee shall complete this instrument by inserting its name in the second paragraph above and signing its acceptance of this Assignment of Trademarks and Service Marks (U.S.) below.

IN WITNESS WHEREOF, each of the Assignors, by its duly authorized officer, has executed this assignment, as an instrument under seal, on this \_\_\_ day of July, 1998.

**EMMIS BROADCASTING  
CORPORATION OF NEW  
YORK  
EMMIS FM BROADCASTING  
CORPORATION OF  
INDIANAPOLIS  
EMMIS FM BROADCASTING  
CORPORATION OF CHICAGO  
EMMIS FM BROADCASTING  
CORPORATION OF ST. LOUIS  
KPWR, INC.  
EMMIS PUBLISHING  
CORPORATION  
EMMIS FM RADIO CORPORATION  
OF INDIANAPOLIS  
EMMIS AM RADIO CORPORATION  
OF INDIANAPOLIS  
EMMIS 104.1 FM RADIO  
CORPORATION OF ST. LOUIS  
EMMIS 106.5 FM BROADCASTING  
CORPORATION OF ST. LOUIS  
EMMIS INTERNATIONAL  
BROADCASTING  
CORPORATION  
EMMIS DAR, INC.  
EMMIS 105.7 FM RADIO  
CORPORATION OF  
INDIANAPOLIS  
EMMIS 1310 AM RADIO  
CORPORATION OF  
INDIANAPOLIS  
EMMIS MEADOWLANDS  
CORPORATION  
EMMIS 1380 AM RADIO  
CORPORATION OF ST. LOUIS  
MEDIATEX COMMUNICATIONS  
CORPORATION  
TEXAS MONTHLY, INC.  
EMMIS INTERNATIONAL  
CORPORATION**

**MEDIATEX DEVELOPMENT  
CORPORATION**

By: \_\_\_\_\_  
Title: Executive Vice President

**EMMIS LICENSE CORPORATION  
KPWR LICENSE, INC.  
EMMIS FM LICENSE  
CORPORATION OF ST. LOUIS  
EMMIS TELEVISION LICENSE  
CORPORATION OF MOBILE  
EMMIS 104.1 FM RADIO LICENSE  
CORPORATION OF ST. LOUIS  
EMMIS FM LICENSE  
CORPORATION OF  
INDIANAPOLIS  
EMMIS AM RADIO LICENSE  
CORPORATION OF  
INDIANAPOLIS  
EMMIS LICENSE CORPORATION  
OF NEW YORK  
EMMIS RADIO LICENSE  
CORPORATION OF NEW  
YORK  
EMMIS 1310 AM RADIO LICENSE  
CORPORATION OF  
INDIANAPOLIS  
EMMIS TELEVISION LICENSE  
CORPORATION OF  
HONOLULU  
EMMIS 105.7 FM RADIO LICENSE  
CORPORATION OF  
INDIANAPOLIS  
EMMIS TELEVISION LICENSE  
CORPORATION OF NEW  
ORLEANS  
EMMIS 106.5 FM LICENSE  
CORPORATION OF ST. LOUIS  
EMMIS FM LICENSE  
CORPORATION OF CHICAGO  
EMMIS TELEVISION LICENSE  
CORPORATION OF GREEN  
BAY**

**EMMIS FM RADIO LICENSE  
CORPORATION OF  
INDIANAPOLIS  
EMMIS INTERNATIONAL  
CORPORATION**

By: \_\_\_\_\_  
Title: Executive Vice President

**EMMIS FM HOLDING  
CORPORATION OF NEW  
YORK  
EMMIS RADIO CORPORATION OF  
NEW YORK (f/k/a Emmis  
Holding Corporation of New York)**

By: \_\_\_\_\_  
Title: Executive Vice President

**EMMIS 101.9 FM RADIO  
CORPORATION OF NEW  
YORK**

By: \_\_\_\_\_  
Title: Executive Vice President

**EMMIS INDIANA BROADCASTING,  
L.P. (f/k/a Emmis Indiana Radio, L.P.)  
EMMIS PUBLISHING, L.P.  
EMMIS TELEVISION  
BROADCASTING, L.P.**

By: Emmis Communications  
Corporation (f/k/a Emmis  
Broadcasting Corporation),  
its General Partner

By: \_\_\_\_\_  
Title: Executive Vice President

The foregoing assignment of the Marks and the registrations thereof and registration applications therefor by the Assignor to the Assignee is hereby accepted as of the \_\_\_\_ day of \_\_\_\_\_, 199\_.

**TORONTO DOMINION (TEXAS) INC.,  
as Administrative Agent**

By: \_\_\_\_\_  
Name:  
Title:

# CERTIFICATE OF ACKNOWLEDGMENT

STATE OF )  
 ) ss.  
COUNTY OF )

On this the \_\_\_\_ day of July, 1998, before me appeared \_\_\_\_\_, the person who signed this instrument, who acknowledged that (s)he is the \_\_\_\_\_ of Emmis License Corporation, Emmis Television License Corporation of Honolulu, KPWR License, Inc., Emmis FM License Corporation of St. Louis, Emmis Television License Corporation of Mobile, Emmis 104.1 FM Radio License Corporation of St. Louis, Emmis FM License Corporation of Indianapolis, Emmis AM Radio License Corporation of Indianapolis, Emmis 106.5 FM License Corporation of St. Louis, Emmis FM License Corporation of Chicago, Emmis Television License Corporation of Green Bay, Emmis FM Radio License Corporation of Indianapolis, Emmis License Corporation of New York, Emmis Radio License Corporation of New York, Emmis 1310 AM Radio License Corporation of Indianapolis, Emmis 105.7 FM Radio License Corporation of Indianapolis, Emmis Television License Corporation of New Orleans, and Emmis License Corporation, and that being duly authorized (s)he signed such instrument as a free act on behalf of such corporations.

[Seal]

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

My commission expires:

# CERTIFICATE OF ACKNOWLEDGMENT

STATE OF

)

) ss.

COUNTY OF

)

On this the \_\_\_\_ day of July, 1998, before me appeared \_\_\_\_\_, the person who signed this instrument, who acknowledged that (s)he is the \_\_\_\_\_ of the Emmis Broadcasting Corporation of New York, Emmis Meadowlands Corporation, Emmis 1380 AM Radio Corporation of St. Louis, Emmis FM Broadcasting Corporation of Indianapolis, Emmis FM Broadcasting Corporation of Chicago, Emmis FM Broadcasting Corporation of St. Louis, KWPR, Inc., Emmis Publishing Corporation, Emmis FM Radio Corporation of Indianapolis, Emmis AM Radio Corporation of Indianapolis, Emmis 104.1 FM Radio Corporation of St. Louis, Emmis 106.5 FM Broadcasting Corporation of St. Louis, Emmis International Broadcasting Corporation, Emmis DAR, Inc., Emmis International Corporation, Emmis 105.7 FM Radio Corporation of Indianapolis, Emmis 1310 AM Radio Corporation of Indianapolis, Mediatex Communications Corporation, Texas Monthly Inc., and Mediatex Development Corporation and that being duly authorized (s)he signed such instrument as a free act on behalf of such corporations.

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

[Seal]

My commission expires:



## CERTIFICATE OF ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On this the \_\_\_\_ day of July, 1998, before me appeared \_\_\_\_\_, the person who signed this instrument, who acknowledged that (s)he is the \_\_\_\_\_ of Emmis FM Holding Corporation of New York and Emmis Radio Corporation of New York (f/k/a Emmis Holding Corporation of New York) and that being duly authorized (s)he signed such instrument as a free act on behalf of such corporations.

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

[Seal]

My commission expires:

## CERTIFICATE OF ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On this the \_\_\_\_ day of July, 1998, before me appeared \_\_\_\_\_, the person who signed this instrument, who acknowledged that (s)he is the \_\_\_\_\_ of Emmis 101.9 FM Radio Corporation of New York and that being duly authorized (s)he signed such instrument as a free act on behalf of such corporation.

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

[Seal]

My commission expires:

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF )  
 ) ss.  
COUNTY OF )

On this the \_\_\_\_ day of July, 1998, before me appeared \_\_\_\_\_, the person who signed this instrument, who acknowledged that (s)he is the \_\_\_\_\_ of Emmis Indiana Broadcasting, L.P. (f/k/a Emmis Indiana Radio, L.P.), Emmis Publishing, L.P., and Emmis Television Broadcasting, L.P., and that being duly authorized (s)he signed such instrument as a free act on behalf of such limited partnerships.

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

[Seal]

My commission expires:

**ANNEX**

<u>Assignor</u>	Trademark or <u>Service Mark</u>	Registrations --	
		United States Patent and Trademark Office <u>Registration No.</u>	<u>Registration Date</u>

<u>Assignor</u>	Trademark or <u>Service Mark</u>	Pending Applications --	
		United States Patent and Trademark Office <u>Serial No.</u>	<u>Filing Date</u>