

11-04-1998

1-31-92

10-19-98

To the Honorable Commissioner of Patents

1al documents or copy thereof.



100869140

1. Name and Address of Conveying Party(ies):

Nassau Broadcasting Partners, L.P.
619 Alexander Road
Princeton, New Jersey 08540

- Individual(s)
- Association
- General Partnership
- Limited Partnership Delaware
- Corporation -- State: Texas
- Other:
- Additional Name(s) of Conveying Party(ies) Attached

2. Name and Address of Receiving Party(ies):

Amresco Commercial Finance, Inc.
700 North Pearl Street
Suite 2400, LB 342
Dallas, Texas 75201

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation -- State: Nevada
- Other:
- Additional Name(s) of Receiving Party(ies) Attached
- Assignee is not domiciled in the United States, a Domestic Representative Designation is Attached.

3. Nature of Conveyance:

- Assignment
- Security Agreement
- Merger
- Change of Name
- Other:

Execution Date: 08/28/98

4. Application Number(s) or Registration Number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s):

2069833 1558657 2157910 2179737

Additional Numbers Attached

5. Name and Address of Party to Whom Correspondence Concerning Documents Should Be Mailed:

Theodore F. Shiells
Gardere & Wynne, L.L.P.
1601 Elm Street, Suite 3000
Dallas, Texas 75201

214-999-4632 - Telephone
214-999-4667 - Facsimile

6. Total Number of Applications and Registrations Involved: 4

7. Total Fee (37 CFR 3.41): \$115.00

- Enclosed
- Authorized to be Charged to Deposit Account
- Charge Any Deficiencies to Deposit Account

8. Deposit Account Number: 07-0153

9. Statement and Signature:

To the best of my knowledge and belief, the foregoing information is true and correct and any attachment copy is a true copy of the original document.

Theodore F. Shiells
Theodore F. Shiells, Reg. No. 31,569

Oct. 15, 1998
Date

Certificate of Mailing

I hereby certify that this Recordation Form Cover Sheet, together with the attached Assignment, is being deposited with the U.S. Postal Service as first class mail in an envelope addressed to the Commissioner for Patents and Trademarks, Washington, DC 20231 on:

October 15, 1998
Date

Sherri O. Byrd
Sherri O. Byrd

Mail To: Commissioner of Patents and Trademarks,
Box ASSIGNMENTS, Washington, D.C. 20231

Total # of Pages Including This Cover Sheet: 6

11/03/1998 SHIELLS 00000179 2069833

01 FCs481 40.00 OP
02 FCs482 75.00 OP

TRADEMARK SECURITY AGREEMENT

WHEREAS, Nassau Broadcasting Partners, L.P., a Delaware limited partnership ("Grantor"), owns the Trademarks, Trademark registrations, and Trademark applications listed on Schedule 1 annexed hereto, and is a party to the Trademark Licenses listed on Schedule 1 annexed hereto; and

WHEREAS, Grantor, AMRESKO Commercial Finance, Inc., as agent for Lenders ("Agent") and the Lenders named therein are parties to a Loan Agreement dated as of August 28, 1998 (as same may be amended and in effect from time to time, the "Loan Agreement"), providing for extensions of credit to be made to Grantor by Agent and certain other financial institutions that are parties to the Loan Agreement or become Lenders pursuant to assignments under subsection 8.1 of the Loan Agreement (Agent and such other Lenders are collectively called "Lenders"); and

WHEREAS, pursuant to the terms of the Security Agreement dated as of August 28, 1998 (as the same may be amended and in effect from time to time, the "Security Agreement"), between Grantor and Agent (in such capacity, "Grantee"), Grantor has granted to Grantee for the benefit of Lenders a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), Trademark registrations, Trademark applications and Trademark Licenses (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all proceeds thereof, to secure, inter alia, the payment and performance of the Secured Obligations (as therein defined);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

(1) each Trademark, Trademark registration and Trademark application, including, without limitation, the Trademarks, Trademark registrations (together with any reissues, continuations or extensions thereof) and Trademark applications referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application;

(2) each Trademark License and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark License; and

(3) all products and Proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Trademark registration including, without limitation, the

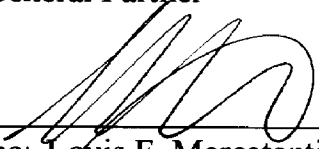
Trademarks and Trademark registrations referred to in Schedule 1 annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred in Schedule 1 and the Trademarks licensed under any Trademark License, or (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark License.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed under seal by its duly authorized officer thereunto as of the 28th day of August, 1998.

Nassau Broadcasting Partners, L.P.


By: Nassau Broadcasting Partners, Inc.,
its General Partner

By: 
Name: Louis F. Mercatanti, Jr.
Title: Resident

(CORPORATE SEAL)

Acknowledged:

AMRESO Commercial Finance, Inc.,
as Agent

By: 
Name: Steven S. Pluss
Title: Vice President

(CORPORATE SEAL)

Schedule 1
to Trademark
Security Agreement

UNITED STATES TRADEMARK REGISTRATIONS

<u>Mark</u>	<u>Country</u>	<u>Registration Number</u>	<u>Registration Date</u>
New Jersey Radio Network	USA	2,069,833 1,558,657	__/__/__
New Jersey Retail Network	USA	2,157,910	__/__/__
Jersey Radio Network	USA	2,179,737	__/__/__

UNITED STATES TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Country</u>	<u>Application Number</u>	<u>Date of Filing</u>
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FOREIGN TRADEMARK REGISTRATIONS

FOREIGN TRADEMARK APPLICATIONS

TRADEMARK LICENSES

UNREGISTERED TRADEMARKS

STATE TRADE REGISTRATION

<u>Mark</u>	<u>State</u>	<u>Registration Number</u>
WHWH	New Jersey	RN 3,832

ACKNOWLEDGMENT

STATE OF GEORGIA

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COUNTY OF FULTON

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On the 28th day of August, 1998 before me personally appeared Louis F. Mercatanti, Jr., to me personally known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument as President of Nassau Broadcasting Partners, Inc., the general partner of Nassau Broadcasting Partners, L.P., who being by me duly sworn, did depose and say that he is President of Nassau Broadcasting Partners, Inc., the general partner of Nassau Broadcasting Partners, L.P., the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that the said instrument was signed and sealed on behalf of said corporation by order of its Board of Directors; that he signed his name thereto by like order; and that he acknowledged said instrument to be the free act and deed of said corporation.

(Seal)



Notary Public

Notary Public, Fulton County, Georgia
My Commission Expires April 28, 2000

ACKNOWLEDGMENT

STATE OF GEORGIA

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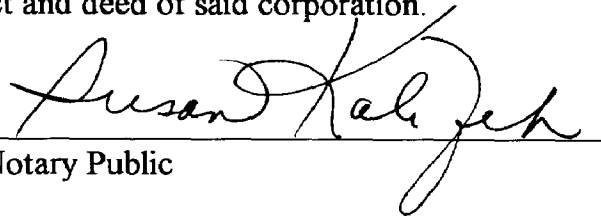
COUNTY OF FULTON

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On the 28th day of August, 1998 before me personally appeared Steven S. Pluss, to me personally known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument as Vice President of AMRESKO Commercial Finance, Inc., who being by me duly sworn, did depose and say that he is Vice President of AMRESKO Commercial Finance, Inc., the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that the said instrument was signed and sealed on behalf of said corporation by order of its Board of Directors; that he signed his name thereto by like order; and that he acknowledged said instrument to be the free act and deed of said corporation.

(Seal)



Notary Public

Notary Public, Fulton County, Georgia
My Commission Expires April 28, 2000