

FORM PTO-1594
Rev 6-93
OMB No 0651-0011 (exp. 4/94)

R

12-23-1998

3 SHEET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office



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Tab settings

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attached original documents or copy thereof

1. Name of conveying party(ies):

Roy H. Park Broadcasting of
Minnesota, Inc.

MRP
12-21-98

- Individual(s)
- General Partnership
- Corporation-State Minnesota
- Other

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

2. Name and address of receiving party(ies)

Name: Nationwide Communications Inc.

Internal Address: _____

Street Address: 50 East RiverCenter Blvd.
12th Floor

City: Covington State: KY ZIP: 41011

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Ohio
- 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

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3. Nature of conveyance:

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

Execution Date: June 21, 1996

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No (s)

Reg. No. 1,849,606 - COUNTRY THUNDER

Additional numbers attached? Yes No

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

Name: Henry B. Ward, III, Esq.
ALSTON & BIRD LLP
Internal Address: P.O. Drawer 34009

Street Address: 1211 E. Morehead Street

City: Charlotte State: NC ZIP: 28234

6. Total number of applications and registrations involved: 1

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

Enclosed

Authorized to be charged to deposit account

If additional fees are needed please use:

8. Deposit account number:

16-0605

(Attach duplicate copy of this page if paying by deposit account)

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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.

Henry B. Ward, III

Name of Person Signing

Henry B. Ward III
Signature

Dec. 16, 1998

Date

Total number of pages including cover sheet, attachments, and document: 7

**ASSIGNMENT OF INTANGIBLE PROPERTY
(KSGS-AM and KMJZ-FM)**

This ASSIGNMENT OF INTANGIBLE PROPERTY (this "Assignment") is entered into as of this 21st day of June, 1996, by Roy H. Park Broadcasting of Minnesota, Inc. a Minnesota corporation ("Assignor"), for the benefit of Nationwide Communications Inc., an Ohio corporation ("Assignee").

Assignor and Roy H. Park Broadcasting of the Lake Country, Inc. ("Park of the Lake Country"), a Minnesota corporation (together with Assignor, "Seller") and Assignee are parties to that certain Asset Purchase Agreement (the "Agreement") dated as of February 29, 1996 and amended by letter agreement dated June 21, 1996, providing for, among other things, Seller's assignment of all of Seller's interest in and to certain call signs, promotional materials and intangibles relating to radio stations KSGS-AM and KMJZ-FM (the "Stations"). On June 21, 1996, Park of the Lake Country was merged with and into Assignor. As a result of the merger, the separate existence of Park of the Lake Country has ceased and Assignor has succeeded to all of the property, rights, privileges, powers, franchises and all and every other interest of Park of the Lake Country, subject to all of the restrictions, disabilities and obligations of Park of the Lake Country thereunder, including, without limitation, Park of the Lake Country's rights and obligations under the Agreement. Capitalized terms used herein and not defined herein shall have the meaning given them in the Agreement.

NOW, THEREFORE, for good and valuable consideration set forth herein and in the Agreement, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Assignor hereby conveys, transfers, sets over and assigns to Assignee all of Assignor's right, title and interest in and to the Intangibles (as defined in the Agreement), including, without limitation, the call letters KSGS-AM and KMJZ-FM and the intangibles more particularly described on Exhibit A attached hereto and by reference made a part hereof.

2. This Assignment may be executed in any number of counterparts and all counterparts shall be deemed to constitute a single agreement. The execution of one counterpart by any party shall have the same force and effect as if that party had signed all other counterparts.

3. This Assignment shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.


[Signatures Appear on Following Page]

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TRADEMARK
REEL: 1831 FRAME: 0052

IN WITNESS WHEREOF, the Assignor and the Assignee have executed this Assignment
as of the day and year first above written under seal.

WITNESS:



ASSIGNOR:

ROY H. PARK BROADCASTING OF
MINNESOTA, INC.


By: 
Wright M. Thomas, President

ACCEPTED:
ASSIGNEE:

WITNESS:



NATIONWIDE COMMUNICATIONS INC.

By: 
Sandra L. Rich, Assistant
Secretary

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EXHIBIT A

All Intangibles listed in
Schedule 1.19 to the Agreement

EXHIBIT A
Intangibles

1. Reference is made to the licenses and similar intangible property rights set forth on Disclosure Schedule 3.7.
2. Registered patents, trademarks and service marks:
 - a. Roy H. Park Broadcasting of the Lake Country, Inc.:
 - i. U.S. Federal: "Country Thunder"; Serial No. 74-312,278; Registration No. 1,849,606; Registered August 9, 1994;
 - ii. Wisconsin: "Classic Country"; Registered September 7, 1994;
 - iii. Wisconsin: "Thunder 104"; Registration No. 5,300,584; Registered October 7, 1992;
 - iv. Wisconsin: "Thunder"; Registration No. 5,300,583; Registered October 7, 1992;
 - v. Wisconsin: "Classic Country"; Registration No. 22,824; Registered September 6, 1994.
 - vi. Minnesota: "Minnesota Jazz Festival" service mark registration, filed August 18, 1995.
 - vii. Minnesota: "Smooth Jazz 104" service mark registration; Registration No. 23640; issued April 5, 1995.
 - b. Roy H. Park Broadcasting of Minnesota, Inc.:

None.
3. Assumed Name Certificate filed with the Minnesota Secretary of State by Roy H. Park Broadcasting of the Lake Country, Inc. regarding use of assumed name "KMJZ Radio."

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