

FORM PTO-1618A
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U.S. Department of Commerce
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12-23-1998

J.S. Patent & TMO: TM Mail Rpt Dt. #34

of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

MD 10.23-98

Submission type

New

Resubmission (Non-Recordation)
Document ID # _____

Correction of PTO Error
Reel # _____ Frame # _____

Corrective Document
Reel # _____ Frame # _____

Conveyance Type

Assignment **License**

Security Agreement **Nunc Pro Tunc Assignment**

Merger **Effective Date**
Month Day Year
7 30 98

Change of Name

Other _____

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name Chancellor Media Corporation of the Lone Star State

7 30 98

Formerly _____

Individual General Partnership Limited Partnership **Corporation** Association

Other _____

Citizenship/State of Incorporation/Organization Delaware

Receiving Party

Mark if additional names of receiving parties attached

Name Chancellor Media Corporation of California

DBA/AKA/TA _____

Composed of _____

Address (line 1) 300 Crescent Court

Address (line 2) Suite 600

Address (line 3) Dallas

Texas

75201

City

State/Country

Zip Code

Individual General Partnership Limited Partnership Association

Corporation Association

Other _____

Citizenship/State of Incorporation/Organization Delaware

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

FOR OFFICE USE ONLY

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Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments. #

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

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Number of Properties

Enter the total number of properties involved. #

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed Deposit Account

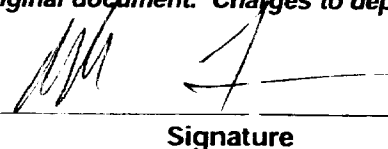
Deposit Account
(Enter for payment by deposit account or if additional fees can be charged to the account.)
Deposit Account Number: #

Authorization to charge additional fees: Yes No

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. Charges to deposit account are authorized, as indicated herein.

Mark A. Finkelstein
Name of Person Signing


Signature

12/23/98
Date Signed

CONTRIBUTION AGREEMENT

This CONTRIBUTION AGREEMENT (this "Agreement"), dated as of July 30, 1998, is entered into by and between Chancellor Media Corporation of the Lone Star State, a Delaware corporation ("Lone Star") and Chancellor Media Corporation of California, a Delaware corporation ("California").

RECITALS

WHEREAS, Lone Star owns all of the issued and outstanding shares of capital stock of California;

WHEREAS, on the date hereof, Chancellor Media Corporation of San Francisco has been merged with and into Lone Star, with Lone Star surviving the merger (the "Merger");

WHEREAS, as a result of the Merger, Lone Star holds (i) all of the operating assets (the "Assets") and liabilities (the "Liabilities"), other than authorizations issued by the Federal Communications Commission, used, useful or held for use in the ownership and operation of radio station KMEL(FM) (the "Station"), (ii) all of the outstanding capital stock of Chancellor Media Corporation of Houston (the "Houston Stock"), (iii) all of the outstanding capital stock of KMEL License Corp. (the "License Stock") and (iv) all of the limited partnership interests of Chancellor Media of Houston Limited Partnership (the "Houston Partnership Interests"); and

WHEREAS, Lone Star desires to, and California desires Lone Star to, contribute all of the Assets relating to the Station and the Houston Partnership Interests to California.

AGREEMENTS

NOW THEREFORE, for and in consideration of the foregoing premises, and the mutual undertakings set forth below, the parties hereto agree as follows:

1. Contribution and Assumption. Lone Star hereby contributes all of the Assets relating to the Stations and the Houston Partnership Interests to the capital of California, effective immediately after receipt of such Assets and Houston Partnership Interests by Lone Star as a result of the Merger. California hereby assumes all of the Liabilities relating to the Station immediately after the effective time of the Merger.

2. Non-Contributable Station Contracts. Notwithstanding anything in Section 1 to the contrary, Lone Star shall retain all rights to and obligations under any contract or lease which is part of the Assets and which requires the consent of any other party thereto to the contribution of such contract or lease to California (a "Deferred Contract"), until such time as

any such required consent shall have been obtained. Until the contribution of the Deferred Contract, Lone Star and California agree to cooperate in any lawful arrangement to provide (to the extent permitted without breach of the Deferred Contract) that California shall receive the benefits of such interest after the date hereof to the same extent as if California were Lone Star. If, after the date hereof, any consent required to contribute the Deferred Contract is obtained, such Deferred Contract shall at that time be deemed to be contributed to California, without need of further action by Lone Star or of future documentation.

3. Retention. Notwithstanding anything in this Agreement to the contrary, Lone Star shall retain the Houston Stock and the License Stock following the transactions contemplated hereby.


4. Tax Treatment. The contributions made pursuant to this Agreement are intended to be governed by Section 351 of the Internal Revenue Code of 1986, as amended.

5. Governing Law. This Agreement shall be governed by the internal laws of the State of New York, without regard to the choice of laws provisions thereof

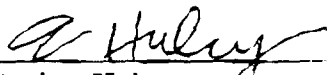
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

CHANCELLOR MEDIA CORPORATION
OF THE LONE STAR STATE

By: 
Andrea Hulcy
Vice President and Assistant Secretary

CHANCELLOR MEDIA CORPORATION
OF CALIFORNIA

By: 
Andrea Hulcy
Vice President and Assistant Secretary