

06-18-1999

COVER SHEET

Docket No.:

ONLY

CAP773/2-1



Tab settings

To the Honorable Commissioner, 101069795

Record the attached original documents or copy thereof.

MP 6-1-99

1. Name of conveying party(ies):

Osborn Entertainment Enterprises Corporation

- Individual(s)
- General Partnership
- Corporation-State Delaware
- Other
- Association
- Limited Partnership

Additional names(s) of conveying party(ies)  Yes  No

3. Nature of conveyance:

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

Execution Date: May 27, 1999

2. Name and address of receiving party(ies):

Name: Capstar Broadcasting Corporation

Internal Address: Suite 1400

Street Address: 600 Congress

City: Austin State: TX ZIP: 78701

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



06-01-1999

U.S. Patent & TMOrc/TM Mail Rcpt Dt. #4:

If assignee is not domiciled in the United States, a domestic designation is  Yes  N  
(Designations must be a separate document from Additional name(s) & address(es)  Yes  N

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

{ 1116089 } { 1134669 } { 1913437 }  
 { 1992634 } { 1913369 } { 1130226 }  
 { 2072991 } { 1956081 } { 1904479 }

Additional numbers

Yes  No

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

Name: W. Scott Brown

Internal Address: Vinson & Elkins L.L.P.

2300 First City Tower

Street Address: 1001 Fannin

City: Houston State: TX ZIP: 77002

6. Total number of applications and registrations involved:

9

7. Total fee (37 CFR 3.41): \$ 240.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

22-0365 to be charged if additional fees are required

06/17/1999 DNGUYEN 00000188 220365 1116089

DO NOT USE THIS SPACE

01 FC:481 40.00 CH  
02 FC:482 200.00 CH

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.

W. Scott Brown

Name of Person Signing

Signature

May 28, 1999

Date

Total number of pages including cover sheet, attachments, and

3

## ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT AGREEMENT, dated as of the 29<sup>th</sup> day of December 1995, between Wheeling Entertainment Corporation, a West Virginia Corporation, ("Assignor"), and Osborn Entertainment Enterprises Corporation, a Delaware Corporation ("Assignee") (collectively "Parties").

WHEREAS, the Assignor has adopted, used, and is using the trademarks listed and described on Exhibit A attached hereto, which trademarks have been or are being registered with the United States Patent and Trademark Office in the name of the Assignor (the "Trademarks"); and

WHEREAS, pursuant to the Plan and Agreement of Merger entered into by the Parties as of December 22, 1995, the Assignor has agreed to be merged into the Assignee, and as part of such merger, to do all things and to execute such documents as are necessary and proper to carry out the merger; and

WHEREAS, the businesses of the Assignor affected by the merger include the Capitol Music Hall in Wheeling, West Virginia, which is the site of Jamboree USA, and the annual Jamboree in the Hills music concert (collectively, the "Businesses"), together with certain tangible and intangible assets of the Assignor used in the operation of the Businesses, including the Trademarks and applications therefor;

NOW, THEREFORE, in consideration of the foregoing, the Assignor hereby assigns to the Assignee all of the Assignor's right, title and interest in, to, and under the Trademarks, together with the good will of the Businesses symbolized by the Trademarks, and the registration thereof and applications

therefor, together with any and all rights to renewals thereof and all causes of action, past or future, for infringements of the Trademarks and any recoveries resulting from such infringement or other violations of the rights assigned hereunder, the same to be held and enjoyed by the Assignee for its own use, and for the use of its successors, assigns, and legal representatives as fully and entirely as the same would have been held and enjoyed by the Assignor had this merger and Assignment not been made. Upon the Assignee's request, the Assignor shall, from time to time, execute and deliver to the Assignee such additional documents or instruments to further the purpose and intent of this Assignment.

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed as of the date first above written.

WHEELING ENTERTAINMENT CORPORATION

By Thomas S. Douglas

OSBORN ENTERTAINMENT ENTERPRISES CORPORATION

By Thomas S. Douglas

**CONFIRMATION OF TRADEMARK ASSIGNMENT**

This CONFIRMATION OF TRADEMARK ASSIGNMENT is entered into by and between Osborn Entertainment Enterprises Corporation, a Delaware corporation having offices at 600 Congress, Suite 1400, Austin, Texas 78701 ("Assignor") and Capstar Broadcasting Corporation, a Delaware corporation having offices at 600 Congress, Suite 1400, Austin, Texas 78701 ("Assignee").

**WITNESSETH**

WHEREAS, Assignor is a wholly owned subsidiary of Assignee and the current record owner of the below listed registrations of trademarks (the "Marks"):

Mark	U.S. Registration No.	Date Filed	Date Registered
JAMBOREE IN THE HILLS	1,116,089	12/09/77	04/03/79
JAMBOREE IN THE HILLS	1,992,634	02/09/95	08/13/96
JAMBOREE IN THE HILLS	2,072,991	02/09/95	06/24/97
JAMBOREE U.S.A.	1,134,669	06/02/78	05/06/80
JAMBOREE USA	1,913,369	06/27/94	08/22/95
JAMBOREE USA	1,956,081	01/30/95	02/13/96
JAMBOREE USA	1,913,437	06/27/94	08/22/95
JAMBOREE U.S.A.	1,130,226	06/02/78	02/05/80
JAMBOREE U.S.A.	1,904,479	06/27/94	07/11/95

WHEREAS, Assignor wishes to confirm its assignment of the Marks to Assignee;

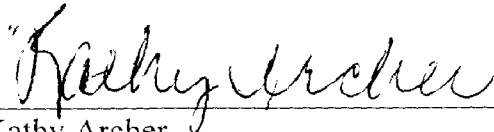
NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby confirm its assignment, effective as of January 1, 1999, to Assignee of all right, title and interest in and to the Marks, together with the business and goodwill of the Assignor associated with the use of such Marks, and with the right in each instance to sue for, recover, and have damages and profits for past infringements of such Marks, if any.

Further, this Confirmation of Trademark Assignment shall be binding upon Assignor, its successors, trustees, devisees and assigns.

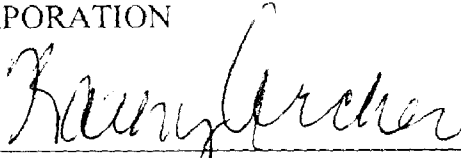
Further, this Confirmation of Trademark Assignment shall inure to the benefit of Assignee, its successors, trustees, devisees and assigns.

EXECUTED this 27<sup>th</sup> day of May, 1999 in Austin, Texas.

OSBORN ENTERTAINMENT  
ENTERPRISES CORPORATION

By:   
Kathy Archer  
Vice President

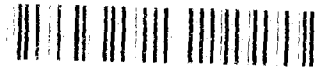
CAPSTAR BROADCASTING  
CORPORATION

By:   
Kathy Archer  
Vice President

VEHOU03:217996.1

RE

04-03-1996



SHEET

Y

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

Tab settings

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To the Honorable Commissioner of P.

attached original documents or copy thereof.

1. Name of conveying party(ies): MRD  
3-27-96  
Wheeling Entertainment Corporation

- Individual(s)
- General Partnership
- Corporation-State
- Other
- Association
- Limited Partnership

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

3. Nature of conveyance:

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

Execution Date: December 29, 1995

2. Name and address of receiving party(ies)  
Name: Osborn Entertainment Enterprises Corporation  
Internal Address: \_\_\_\_\_

Street Address: 130 Mason Street  
City: Greenwich State: CT ZIP: 06830

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

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

A. Trademark Application No.(s)  
74/631,948  
74/631,949

B. Trademark Registration No.(s)  
1,100,371  
see Exhibit A

Additional numbers attached?  Yes  No

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

Name: John Wells King, Esquire  
Internal Address: Haley Bader & Potts P.L.C.

Street Address: 4350 N. Fairfax Dr., #900

City: Arlington State: VA ZIP: 22203

6. Total number of applications and registrations involved: 10

7. Total fee (37 CFR 3.41).....\$ 265.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_

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

DO NOT USE THIS SPACE

060 JS 03/29/96 74631948

0 481 40.00 CK

060 JS 03/29/96 74631948

0 482 225.00 CK

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.

John Wells King  
Name of Person Signing

John Wells King  
Signature

March 26, 1996  
Date

Total number of pages including cover sheet, attachments, and document: 4

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignments  
Washington, D.C. 20231

TRADEMARK  
REEL: 001915 FRAME: 0463

## DESCRIPTION OF TRADEMARKS

<u>Trademark</u>	<u>Registration or *Serial Number</u>
Jamboree in the Hills	1,100,371
Jamboree in the Hills	1,116,089
Jamboree U.S.A.	1,130,226
Jamboree U.S.A.	1,134,669
Jamboree U.S.A.	1,904,479
Jamboree U.S.A.	1,913,369
Jamboree U.S.A.	1,913,437
Jamboree U.S.A.	1,956,081
Jamboree in the Hills	74/631,948*
Jamboree in the Hills	74/631,949*