

RE MRD
10-20-99

UNITED STATES PATENT AND TRADEMARK OFFICE

RECORDATION FORM COVER SHEET

TRADEMARKS ONLY

10-25-1999



101181110

To the Honorable Commissioner of Patents and Trademarks:

Please record the attached original document or copy thereof.

1. Name and address of conveying party:

Emmis Publishing, L.P.
One Emmis Plaza, Suite 700
40 Monument Circle
Indianapolis, IN 46204

An Indiana limited partnership.

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: First Supplemental Trademark Collateral Security and Pledge Agreement, dated as of April 1, 1999 and executed March 31, 1999, and attached hereto as Exhibit 1.

4. Registration numbers:

**Trademark and Trademark Registrations
Patent and Trademark Office**

<u>Trademark or Service Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Owner</u>
Country Sampler	1,508,087	8/11/88	Emmis Publishing, L.P.
Country Sampler's Country Business	1,838,419	5/31/94	Emmis Publishing, L.P.

Pending Applications
United States Patent and Trademark Office

<u>Trademark or Service Mark</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Owner</u>
The Country Sampler Store (Words only)	75-424,427	1/27/98	Emmis Publishing, L.P.
The Country Sampler Store (Stylized)	75-424,428	1/27/98	Emmis Publishing, L.P.
Country Sampler Decorating Ideas	75-622,376	1/14/99	Emmis Publishing, L.P.
Country Sampler's Decorating Ideas	75-622,377	1/14/99	Emmis Publishing, L.P.

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

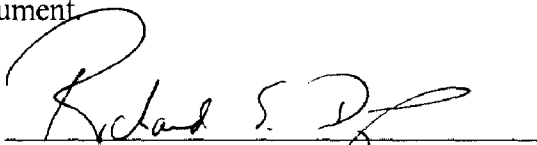
6. Total number of applications and registrations involved: 6

7. Total fee enclosed: \$165.00

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: October 18, 1999

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

Re MRD
7-27-99
4-12-99

~~04-12-1999~~

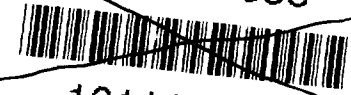


UNITE 101008261

RECORDATION FORM COVER SHEET

TRADEMARKS ONLY

~~08-04-1999~~



101110868

To the Honorable Commissioner of Patents and Trademarks:
Please record the attached original document or copy thereof.

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Emmis Publishing, L.P.
One Emmis Plaza, Suite 700
40 Monument Circle
Indianapolis, IN 46204

An Indiana limited partnership.

2. Name and address of receiving party:

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A Delaware corporation.

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04/15/1999 JSHABAZZ 00000101 1500067
01 FC:481 40.00 OP
02 FC:482 125.00 OP

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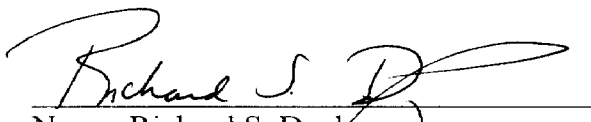
6. Total number of applications and registrations involved: 6

7. Total fee enclosed: \$165.00

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: April 9, 1999

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

**FIRST SUPPLEMENTAL TRADEMARK COLLATERAL
SECURITY AND PLEDGE AGREEMENT**

This **FIRST SUPPLEMENTAL TRADEMARK COLLATERAL SECURITY AND PLEDGE AGREEMENT** (the "Agreement"), dated as of April 1, 1999, by and between **EMMIS PUBLISHING, L.P.**, an Indiana limited partnership with its principal place of business at One Emmis Plaza, Suite 700, 40 Monument Circle, Indianapolis, Indiana 46204 (the "Assignor") and **TORONTO DOMINION (TEXAS), INC.**, a Delaware corporation with its principal place of business at 909 Fannin Street, Suite 1700, Houston, Texas 77010, acting not in its individual capacity but solely as administrative agent and secured party (the "Secured Party") for itself and other banking institutions (hereinafter, collectively, the "Banks") which are, or may in the future become, parties to a Second Amended and Restated Revolving Credit and Term Loan Agreement, dated as of July 16, 1998 (as amended and in effect from time to time, the "Credit Agreement"), by and among the Emmis Communications Corporation (f/k/a Emmis Broadcasting Corporation) ("Emmis"), the Banks, the Secured Party, BankBoston, N.A., as documentation agent, and First Union National Bank, as syndication agent.

Reference is hereby made to the Third Amended and Restated Subsidiary Security Agreement, dated as of July 16, 1998, by and among the Assignor, certain other parties thereto and the Secured Party (as amended and in effect from time to time, the "Security Agreement"). Reference is also hereby made to the Third Amended and Rested Subsidiary Guaranty, dated as of July 16, 1998, by and among the Assignor and certain other parties thereto and the Secured Party (as amended and in effect from time to time, the "Guaranty").

RECITALS

WHEREAS, Emmis, the Secured Party and the Banks have entered into the Credit Agreement, pursuant to which the Banks have made Loans (as defined in the Credit Agreement) and otherwise extended credit to Emmis;

WHEREAS, in connection with the transactions contemplated by the Credit Agreement, the Assignor, certain other parties thereto and the Secured Party entered into the Guaranty pursuant to which the Assignor and certain other parties thereto guaranteed the payment and performance in full of all of the Obligations (as such term is defined in the Credit Agreement) to the Secured Party, for the benefit of the Banks and the Secured Party;

WHEREAS, in connection with the transactions contemplated by the Credit Agreement, the Assignor, certain other parties thereto and the Secured Party entered into the Security Agreement pursuant to which the Assignor and certain other parties thereto have granted to the Secured Party, for the benefit of the Banks and the Secured Party, to secure the payment and performance in full of all of the Obligations (as such terms are defined in the Credit Agreement), a security interest in and a pledge and assignment of the Collateral (as defined in the Security Agreement), including, without limitation, the Pledged Trademarks (as defined in the Original Trademark Collateral Assignment).

WHEREAS, in connection with the transactions contemplated by the Credit Agreement and the Security Agreement, the Assignor, certain other parties thereto and the Secured Party entered into a Second Amended and Restated Subsidiary Trademark Collateral Security and Pledge Agreement, dated

as of July 16, 1998, which was recorded with the United States Patent and Trademark Office (the "PTO") on August 3, 1998 at Reel 1805 Frame 0542 (the "Original Trademark Collateral Assignment"), pursuant to which the Assignor granted and confirmed the grant of a security interest to the Secured Party in and lien on all of the Assignor's Pledged Trademarks, as such term is defined in the Original Trademark Collateral Assignment;

WHEREAS, subsequent to the execution, delivery and recording of the Original Trademark Collateral Assignment, the Assignor has informed the Secured Party that the Assignor has additional trademarks and trademark applications as set forth on Schedule A and Annex A hereto (such trademarks and trademark applications being collectively referred to herein as the "Supplemental Trademarks");

WHEREAS, pursuant to and in fulfillment of the parties' obligations under the Credit Agreement, the Guaranty, the Security Agreement and the Original Trademark Collateral Assignment, the Assignor wishes to execute and deliver this Agreement to further effect, evidence and memorialize the Assignor's grant to the Secured Party of a security interest in the Supplemental Trademarks, the Trademark Rights associated with or related to the Supplemental Trademarks (the "Supplemental Trademark Rights"), the Associated Goodwill associated with or related to the Supplemental Trademarks (the "Supplemental Goodwill"), the Trademark License Rights associated with or related to the Supplemental Trademarks (the "Supplemental Trademark License Rights"), and the proceeds associated with or related to the Supplemental Trademarks (the "Supplemental Proceeds"), (the Supplemental Trademarks, Supplemental Trademark Rights, Supplemental Goodwill, Supplemental Trademark License Rights and Supplemental Proceeds collectively referred to as the "Supplemental Trademark Collateral"), and the Assignor's collateral future assignment to the Secured Party of the Supplemental Trademark Collateral, all as contemplated by the Original Trademark Collateral Assignment;

NOW, THEREFORE, the Assignor and the Secured Party, in consideration of the promises set forth in the Credit Agreement, the Guaranty, the Security Agreement and the Original Trademark Collateral Assignment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

1. **DEFINITIONS.** All capitalized terms used herein without definition shall have as their respective meanings the definitions as set forth in the Original Trademark Collateral Assignment.

2. **GRANT OF SECURITY; COLLATERAL ASSIGNMENT.**

2.1. Grant of Security Interest. As collateral security for the complete and timely payment, performance and satisfaction of all Obligations, the Assignor hereby confirms its grant to the Secured Party pursuant to the Original Trademark Collateral Assignment and the Security Agreement and hereby unconditionally grants to the Secured Party, for the benefit of the Creditors, a continuing security interest in and first priority lien on the Supplemental Trademark Collateral, and pledges, mortgages and hypothecates (but does not transfer title to) the Supplemental Trademark Collateral to the Secured Party (and confirms its pledge, mortgage, and hypothecation of the Supplemental Trademark Collateral to the Secured Party pursuant to the Original Trademark Collateral Assignment), for the benefit of the Banks.

2.2. Collateral Assignment. In addition to, and not by way of limitation of, the grant, pledge, mortgage and hypothecation of the Supplemental Trademark Collateral provided and confirmed in Section 2.1 hereof, to secure the complete and timely payment, performance and satisfaction of all Obligations, the Assignor hereby grants, assigns, transfers and conveys to the Secured Party (and confirms its grant, assignment, transfer and conveyance to the Secured Party pursuant to the Original Trademark Collateral Assignment), BY WAY OF COLLATERAL SECURITY, for the benefit of the Banks, the Assignor's entire right, title and interest in and to the Supplemental Trademark Collateral,

provided, however, that such grant, assignment, transfer and conveyance shall be and become of force and effect only (i) upon the occurrence and during the continuance of an Event of Default under the Credit Agreement and (ii) either (A) upon the written demand of the Secured Party at any time during such continuance or (B) immediately and automatically (without notice or action of any kind by the Secured Party or any Creditor) upon an Event of Default specified in §15.1(g), (h) or (v) of the Credit Agreement or upon the sale or other disposition of or foreclosure upon the Supplemental Trademark Collateral pursuant to the Security Agreement or Article 9 of the Uniform Commercial Code (including the transfer or other disposition of the Supplemental Trademark Collateral by the Assignor to the Secured Party in lieu of foreclosure). The foregoing grant, assignment, transfer and conveyance shall be referred to from time to time herein as the "Section 2.2 Assignment". **THE SECURED PARTY ASSUMES NO LIABILITY OR RESPONSIBILITY ARISING IN ANY WAY BY REASON OF ITS HOLDING SUCH COLLATERAL SECURITY.**

2.3. Rights and Remedies Upon Default. If any Event of Default shall have occurred and be continuing, then, with respect to the Supplemental Trademark Collateral, the Secured Party shall have such rights, interests and remedies, and the Assignor shall have such obligations, as are provided in or arise under the Original Trademark Collateral Assignment with respect to the Pledged Trademarks, and all such rights, interests, remedies and obligations are hereby incorporated herein by reference as if set forth in full herein and are hereby ratified, confirmed, adopted and approved.

2.4. Supplemental to Certain Agreements. In no event shall this Agreement, the Section 2.2 Assignment of the Supplemental Trademark Collateral hereunder or the recordation of this Agreement (or any document hereunder) with the PTO, adversely affect or impair, in any way or to any extent, the Security Agreement, the other Security Documents (as defined in the Credit Agreement), the security interest of the Secured Party in the Collateral (including the Supplemental Trademark Collateral) pursuant to the Security Agreement, the Original Trademark Collateral Assignment and/or this Agreement, the attachment and perfection of such security interest under the Uniform Commercial Code, or the present or future rights and interests of the Secured Party in and to the Collateral under or in connection with the Security Agreement, the other Security Documents, the Original Trademark Collateral Assignment, this Agreement and/or the Uniform Commercial Code. Any and all rights and interests of the Secured Party in and to the Supplemental Trademark Collateral (and any and all obligations of the Assignor with respect to the Supplemental Trademark Collateral) 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 Secured Party (and the obligations of the Assignor) in, to or with respect to the Collateral (including the Supplemental Trademark Collateral) provided in or arising under or in connection with the Security Agreement, the other Security Documents and the Original Trademark Collateral Assignment. The Security Agreement, the other Security Documents, the Original Trademark Collateral Assignment, and all rights and interests of the Secured Party in and to the Collateral (including the Pledged Trademarks and the Supplemental Trademark Collateral) thereunder, are hereby ratified, confirmed, adopted and approved.

3. REPRESENTATIONS, WARRANTIES AND COVENANTS OF ASSIGNOR.

3.1. Schedule A to the Original Trademark Collateral Assignment (the "Original Schedule A") as well as the Annex of Exhibit 1 to the Original Trademark Collateral Assignment (the "Original Annex"), which sets forth a list of all Pledged Trademarks owned by Assignor, is hereby amended and supplemented by Schedule A and Annex A to this Agreement (the "New Schedule A" and "New Annex A", respectively). The Assignor represents and warrants that the Original Schedule A and the New Schedule A and the Original Annex and Annex A collectively constitute a true and complete list of all Pledged Trademarks.

3.2. The term "Pledged Trademarks", as defined and used in the Original Trademark Collateral Assignment, shall include, as of the time of the Assignor's acquisition of any right, title or interest therein or thereto, the Supplemental Trademarks, the Supplemental Trademark License Rights, the Supplemental Trademark Rights, the Supplemental Proceeds and the Supplemental Trademark Collateral.

3.3. The Assignor represents and warrants that all representations and warranties of the Assignor as set forth in the Credit Agreement and the Original Trademark Collateral Assignment, as amended by Sections 3.1 and 3.2 hereof, are true and correct in all material respects on and as of the date hereof, except as such representations and warranties contained in the Credit Agreement are necessarily affected by the transactions contemplated by the Credit Agreement, and except for representations and warranties which expressly relate to a prior date. All such representations and warranties are hereby ratified, affirmed and incorporated herein by reference, and such representations and warranties are applicable to the Pledged Trademarks (including the Supplemental Pledged Trademarks) with the same force and effect as though set forth herein in their entirety.

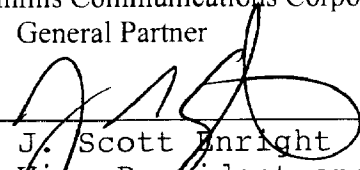
3.4. All rights, interests, duties, obligations, liabilities, covenants, agreements and remedies of each of the Assignor and the Secured Party with respect to each other and/or the Pledged Trademarks (including without limitation the Supplemental Pledged Trademarks) or any portion thereof, as set forth in the Original Trademark Collateral Assignment, the Security Agreement and the other Security Documents, are hereby ratified, confirmed, adopted, approved and incorporated herein by reference; and such rights, duties, obligations, liabilities, covenants, agreements and remedies are applicable to the parties and the Pledged Trademarks (including without limitation the Supplemental Pledged Trademarks) with the same force and effect as though set forth herein in their entirety.

4. OTHER TERMS AND CONDITIONS OF ORIGINAL TRADEMARK COLLATERAL ASSIGNMENT. This Agreement incorporates by reference all other terms and conditions contained in the Original Trademark Collateral Assignment, to the extent that such terms and conditions are not inconsistent with the provisions set forth in this Agreement, with the same force and effect as though set forth herein in their entirety. Except as otherwise expressly set forth herein, all terms and conditions of the Original Trademark Collateral Assignment are ratified and confirmed and shall remain in full force and effect. Without limiting the generality of the foregoing, the Assignor expressly affirms all of its obligations under the Original Trademark Collateral Assignment, as supplemented or amended hereby. Nothing herein shall be construed as an amendment, supplement or waiver of any requirements of the Original Trademark Collateral Assignment except as expressly set forth herein.

IN WITNESS WHEREOF, the Assignor and the Secured Party, each by its own duly authorized officer, have duly executed this Agreement, as an instrument under seal, as of the date first set forth above.

EMMIS PUBLISHING, L.P.

By: Emmis Communications Corporation, its
General Partner

By: 
Name: J. Scott Enright
Title: Vice President and
Assistant Secretary

**TORONTO DOMINION (TEXAS), INC. as
Agent and Secured Party**


By: _____
Name:
Title:

State/Commonwealth of Indiana)
County of Marion) ss.

Personally appeared before me, the undersigned, a Notary Public in and for said county, J. Scott Enright, personally known to me, who, being by me first duly sworn, declared that (s)he is Vice President and Assistant Secretary of Emmis Communications Corporation, that being duly authorized he did sign and seal said instrument as such officer of and on behalf of such corporation, and that the same is such corporation's free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 31st day of March, 1999.

KRISTEN D. NORTHERN
Notary Public, State of Indiana
My Commission expires: April 20, 2000
Resident of Morgan County, Indiana


Notary Public
My Commission Expires:


IN WITNESS WHEREOF, the Assignor and the Secured Party, each by its own duly authorized officer, have duly executed this Agreement, as an instrument under seal, as of the date first set forth above.

EMMIS PUBLISHING, L.P.

By: Emmis Communications Corporation, its
General Partner

By: _____
Name:
Title:

**TORONTO DOMINION (TEXAS), INC. as
Agent and Secured Party**

By: 
Name: _____
Title: _____
**NEVA NESBITT
VICE PRESIDENT**

State/Commonwealth of _____)
County of _____)

ss.

Personally appeared before me, the undersigned, a Notary Public in and for said county, _____, personally known to me, who, being by me first duly sworn, declared that (s)he is _____ of Emmis Communications Corporation, that being duly authorized he did sign and seal said instrument as such officer of and on behalf of such corporation, and that the same is such corporation's free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this ___ day of March, 1999.

Notary Public

My Commission Expires:

SCHEDULE A

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