

12-06-1999

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FORM PTO-1618A  
Expires 06/30/99  
OMB 0651-0027



Department of Commerce  
Trademark Office  
EMARK

11-18-1999

101214670

U.S. Patent & TMO/TM Mail Rcpt Dt. #61

11-18-99

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

#### 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
  - Change of Name
  - Other
- Effective Date  
Month Day Year

#### Conveying Party

Mark if additional names of conveying parties attached

Name  Execution Date  
Month Day Year

Formerly

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other

Citizenship/State of Incorporation/Organization

#### Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKATA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City State/Country Zip Code

- Individual  General Partnership  Limited Partnership  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.)
- Corporation  Association
- Other
- Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

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Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time needed for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT PRACTICES TO THIS ADDRESS.

REEL: 001996 FRAME: 0155

**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)

**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.

Jessamyn Brownell

11/18/99

Name of Person Signing

Signature

Date Signed

**THE AMFM RADIO NETWORKS, INC.**

**12655 NORTH CENTRAL EXPRESSWAY**

**DALLAS, TEXAS 75243**

March 1, 1998

Mr. Casey Kasem  
c/o Mark Armbruster, Esq.  
2121 Avenue of the Stars, 18th Fl.  
Los Angeles, CA 90067

Dear Casey :

This letter, when signed by all parties below, will set forth the terms and conditions under which The AMFM Radio Networks, Inc., a wholly owned subsidiary of Chancellor Media Corporation of Los Angeles ("AMFM") will purchase from you all your rights, title and interest, such as they are, in the service and trademarks and program inventory used by and useful to you in the production, presentation and distribution of your radio programs.

You have agreed to sell, and we have agreed to purchase, all your right, title and interest in and to (i) the service and/or trademarks "American Top 40" and "American Top 20", including all derivations and/or modifications thereof, (the "Marks"), and (ii) the "American Top 40" radio program library as described in Exhibit 'A' hereto (the "Library"), under the following terms and conditions:

- (a) Your interest in the Marks and Library will be sold at a purchase price of Thirteen Million Eight Hundred Ninety Thousand Dollars (\$13,890,000) to be paid as follows:
  - (i) Seven Million Fifteen Thousand Dollars (\$7,015,000) in cash at closing;
  - (ii) Three Million Four Hundred Thirty Seven Thousand Five Hundred

Dollars (\$3,437,500) on the first anniversary of the closing; and

- (iii) Three Million Four Hundred Thirty Seven Thousand Five Hundred Dollars (\$3,437,500) on the second anniversary of the closing.
  
- (b) You, Donald Bustany and AMFM shall open an escrow prior to August 21, 1998. All costs and expenses of such escrow shall be the responsibility of you and Bustany. You and Bustany shall place in escrow prior to the closing date all of your right, title and interest in the Marks and Library. AMFM shall deposit into escrow \$7,015,000 and a promissory note in the amount of \$6,875,000 payable as set forth in paragraph (a)(ii) and (a)(iii)(collectively, the "Consideration"). The closing will be held on a date to be determined by you on three (3) days' written notice to AMFM, which closing shall occur no earlier than August 21, 1998. Upon the closing, the Marks and Library will be released from escrow and delivered to AMFM, and the Consideration will be released from escrow and delivered to you. Time is of the essence in the making of all payments provided for hereunder. AMFM may not withhold or offset against any payments provided for hereunder on account of any claim, demand or obligation owed to AMFM or any other person or entity under this or any other agreement or for any other reason.
  
- (c) You will receive no additional payment for AMFM's use of the Marks and the Library, except as follows:
  - (i) if the Marks and/or Library are utilized for commercial purposes other than the production and distribution of radio programming, you, your heirs or assigns will receive in addition a payment in perpetuity of Twenty-Two and Two Tenths Percent (22.2%) of Net Revenue, as such term is defined below, derived therefrom; and
  
  - (ii) if, after the termination or expiration of any agreements regarding your personal services to AMFM in connection with hosting American Top 40, American Top 20 or America's Top Hits, AMFM continues to distribute prior Programs which utilize the Library, without entering an

agreement with you for use of your personal services in connection with such prior programs you, your heirs or assigns will receive in addition in perpetuity Thirteen and One Third Percent (13.33%) of any Net Revenues from such distribution. (No additional payment for the use of your voice will be paid for the post-agreement distribution of Programs unless additional voice work is required, in which case compensation for such additional voice work will be separately negotiated). "Net Revenues" shall mean all consideration paid in cash or kind in connection with the distribution of the long-form Programs, including but not limited to advertising revenues, less agency commissions actually paid (but not to exceed Fifteen Percent (15%), station license fees and fees from international distribution of the long-form Programs).

- (d) Wherever the Marks and/or Library are utilized for commercial purposes or if AMFM distributes prior Programs which utilize the Library, credits will run at the end of each program stating that American Top 40 was created by Casey Kasem and Don Bustany.
- (e) AMFM is acquiring all of your rights, title, and interest, such as they are, (other than the rights of Don Bustany, whose interest is being sold to AMFM contemporaneously with yours) in the Marks and the Library. In a separate letter (the "Letter") to AMFM's outside counsel, from Robert C. Welsh, of Mitchell, Silberberg & Knupp LLP dated March 1, 1998, you have advised AMFM of the material facts known to you regarding the Marks. You represent and warrant that, other than the facts set forth in the Letter, you are not aware of any other material facts regarding the Marks. Prior to and as a condition of closing, you will provide AMFM's outside counsel an updated Letter, updated to within five (5) days of the closing date that there have been no changes in material facts regarding the Marks since issuance of the March 1, 1998 Letter. You agree to cooperate with AMFM in obtaining registration of the Marks, but make no representations or warranties assuring AMFM that the Marks can be registered.
- (f) It is understood and agreed that AMFM will separately register and own

the mark, "America's Top Hits", and you will cooperate, if necessary, at no additional expense to you in AMFM's efforts to obtain such registration.

- (g) Within forty-five (45) days after the end of each quarter, AMFM will furnish to you a statement setting forth its actual gross receipts from the Programs during the preceding quarter and the authorized deductions therefrom as hereinafter provided, and the Net Revenue with respect thereof, and AMFM will pay to you with each such statement the amount payable to you.
- (h) AMFM will maintain at its address above complete and accurate books of all revenue activity in the Programs and the computation of the amounts payable to you as provided herein. You or your designated representative will have the right to examine and audit such records at AMFM's premises during regular business hours and to make copies of extracts as you or your designee deems appropriate. Such examination will be at your sole expense and will be limited to once every six (6) months, measured from the date of this Agreement. You will give AMFM a minimum of two (2) weeks prior written notice of your desire to conduct such examination or audit. During an audit, AMFM agrees to furnish you documentation to complete the audit, including, but not limited to, the following documentation upon your written request: (1) unexecuted certificates of performance of each show, (2) invoices supporting each spot included in the certificate of performance and (3) monthly sales register for reconciliation with the invoices and quarterly statements.
- (i) Prior to AMFM's making all payments to you as set forth in paragraph "(a)" herein, this agreement shall not be assigned by AMFM to any party without your prior written consent.
- (j) Chancellor Media Corporation of Los Angeles hereby guarantees all payments required to be paid to you hereunder.

Please indicate your agreement with the foregoing by signing below and returning an executed copy to me.

Sincerely yours ,

The AMFM RADIO NETWORKS, Inc.

By: \_\_\_\_\_  
David Kantor, Senior Vice President

Agreed and accepted this \_\_\_\_th day of March, 1998:

By:   
Casey Kasem

Mr. Casey Kasem  
March 1, 1998  
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The AMFM RADIO NETWORKS, Inc.

By: David Kantor  
David Kantor, Senior Vice President

Agreed and accepted this \_\_\_\_th day of March, 1998:

By: Casey Kasem  
Casey Kasem



EXHIBIT "A"

Master recordings of weekly radio programs known as American Top 40, consisting of a weekly countdown and periodic special programs which were substituted for the countdown, in the quarter-inch tape, twelve-inch vinyl disc or CD format for the period of July 4, 1979, through the last week of January, 1995, and all related materials and files currently in storage in Dallas, Texas.

**THE AMFM RADIO NETWORKS, INC.**  
**12655 NORTH CENTRAL EXPRESSWAY**  
**DALLAS, TEXAS 75243**

March 1, 1998

Mr. Donald S. Bustany  
3456 Ben Lomond Place  
Los Angeles, California 90027

Dear Mr. Bustany :

This letter, when signed by all parties below, will set forth the terms and conditions under which The AMFM Radio Networks, Inc. a wholly owned subsidiary of Chancellor Media Corporation of Los Angeles ("AMFM") will purchase from you all your rights, title and interest, such as they are, in the service and trademarks and program inventory used by and useful to you in the production, presentation and distribution of your radio programs.

You have agreed to sell, and we have agreed to purchase, all your right, title and interest in and to (i) the service and/or trademarks "American Top 40" and "American Top 20", including all derivations and/or modifications thereof, (the "Marks"), and (ii) the "American Top 40" radio program library as described in Exhibit "A" hereto (the "Library"), under the following terms and conditions:

(a) Your interest in the Marks and Library will be sold at a purchase price of Two Hundred Sixty Thousand Dollars (\$260,000) to be paid as follows:

- (i) One Hundred Thirty Five Thousand Dollars (\$135,000) in cash at closing;

- (ii) Sixty Two Thousand Five Hundred Dollars (\$62,500) on the first anniversary of the closing; and
- (iii) Sixty Two Thousand Five Hundred Dollars (\$62,500) on the second anniversary of the closing.

(b) You, Casey Kasem and AMFM shall open escrow prior to August 21, 1998. All costs and expenses of such escrow shall be the responsibility of you and Kasem. You and Kasem shall place in escrow prior to the closing date all of your right, title and interest in the Marks and Library. AMFM shall deposit into escrow \$135,000.00 and a promissory note in the amount of \$125,000.00 payable as set forth in paragraph (a)(ii) and (a)(iii)(collectively, the "Consideration"). The closing will be held on a date to be determined by you on three (3) days' written notice to AMFM, which closing shall occur no earlier than August 21, 1998. Upon closing, the Marks and Library will be released from escrow and delivered to AMFM, and the Consideration will be released from escrow and delivered to you. Time is of the essence in the making of all payments provided for hereunder. AMFM may not withhold or offset against any payments provided for hereunder on account of any claim, demand or obligation owed to AMFM or any other person or entity under this or any other agreement or for any other reason.

(c) You will receive no additional payment for AMFM's use of the Marks and the Library, except as follows:

(i) if AMFM continues to produce and/or distribute the "American Top 40" or "American Top 20" programs (the "Programs") without utilizing the services of Casey Kasem as program host, you, your heirs, or assigns will receive a continuing payment in perpetuity equal to the greater of (x) One Hundred Thousand Dollars (\$100,000) per year or (y) Three and One Third Percent (3.33%) of Net Revenue. "Net Revenues" shall mean all consideration paid in cash or kind in connection with the distribution of the Programs, including but not limited to advertising revenues, less agency commissions actually paid (but not to exceed Fifteen Percent (15%), station license fees and fees from international distribution of the Programs).

(ii) if the Marks and/or the Library are utilized for commercial purposes other than the production and distribution of radio programming, you, your heirs, or assigns will receive in addition a continuing payment in perpetuity of Eleven and One Tenth Percent (11.1%) of Net Revenue derived therefrom; and

(iii) if, after the termination or expiration of any agreements regarding the personal services of Casey Kasem to AMFM in connection with hosting American Top 40,

American Top 20 or America's Top Hits, AMFM continues to distribute prior Programs which utilize the Library, you will receive Six and Two Thirds Percent (6.66%) of any Net Revenues from such distribution in perpetuity.

(d) Wherever the Marks and/or Library are utilized for commercial purposes or if AMFM distributes prior Programs which utilize the Library, credits will run at the end of each program stating that American Top 40 was created by Casey Kasem and Don Bustany.

(e) AMFM is acquiring all of your rights, title, and interest, such as they are, (other than the rights of Casey Kasem, whose interest is being sold to AMFM contemporaneously with yours) in the Marks and the Library. In a separate letter (the "Letter") to AMFM's outside counsel, from Robert C. Welsh, of Mitchell, Silberberg & Knupp LLP dated March 1, 1998, you have advised AMFM of the material facts known to you regarding the Marks. You represent and warrant that, other than the facts set forth in the Letter, you are not aware of any other material facts regarding the Marks. Prior to and as a condition of closing, you will provide AMFM's outside counsel on updated Letter, updated to within five (5) days of the closing date, that there have been no changes in material facts regarding the Marks since issuance of the March 1, 1998 Letter. You agree to cooperate with AMFM in obtaining registration of the Marks, but make no representations or warranties assuring AMFM that the Marks can be registered.

(f) Within forty-five days after the end of each quarter, AMFM will furnish to you a statement setting forth its actual gross receipts from the programs and/or activities applicable to your payments during the preceding quarter and the authorized deductions therefrom as hereinafter provided and the Net revenue with respect thereto. AMFM will pay to you with each statement the amount payable to you.

(g) AMFM will maintain at its address above complete and accurate books of all revenue activity in the Programs and the computation of the amounts payable to you as provided herein. You or your designated representative will have the right to examine and audit such records at AMFM's premises during regular business hours and to make copies of extracts as you or your designee deemed appropriate. Such examination will be at your sole expense and will be limited to once every six (6) months, measured from the date of this Agreement. You will give AMFM a minimum of two (2) weeks prior written notice of your desire to conduct such examination or audit. During an audit, AMFM agrees to furnish you documentation to complete the audit, including, but not limited to, the following documentation upon your written request: (1) unexecuted certificates of performance of each show, (2) invoices supporting each spot included in the certificate of performance, and (3) monthly sales register for reconciliation with the invoices and quarterly statements.

(h) It is understood and agreed that AMFM will separately register and own the mark, "America's Top Hits", and you will cooperate, if necessary, in AMFM's efforts to obtain such registration.

(i) Prior to AMFM's making all payments to you as set forth in paragraph "(a)" herein, this agreement shall not be assigned by AMFM to any party without your prior written consent.

(j) Chancellor Media Corporation of Los Angeles hereby guarantees all payments required to be paid to you hereunder.

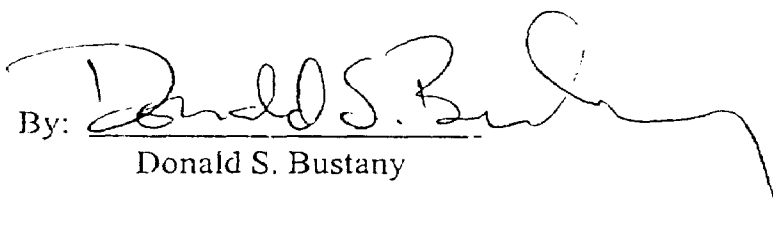
Please indicate your agreement with the foregoing by signing below and returning an executed copy to me.

Sincerely yours,

The AMFM RADIO NETWORKS, Inc.

By: \_\_\_\_\_  
David Kantor, Senior Vice-  
President

Agreed and accepted this 20th day of March, 1998.

By:   
Donald S. Bustany

Mr. Donald S. Bustany

March 1, 1998

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(h) It is understood and agreed that AMFM will separately register and own the mark, "America's Top Hits", and you will cooperate, if necessary, in AMFM's efforts to obtain such registration.

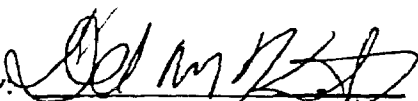
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Sincerely yours,

The AMFM RADIO NETWORKS, Inc.

By:   
David Kantor, Senior Vice-  
President

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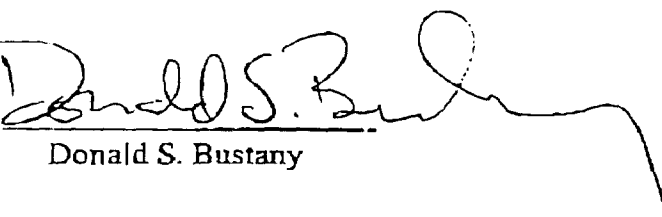
By:   
Donald S. Bustany

EXHIBIT "A"

Master recordings of weekly radio programs known as American Top 40, consisting of a weekly countdown and periodic special programs which were substituted for the countdown, in the quarter-inch tape, twelve-inch vinyl disc or CD format for the period of July 4, 1970 through the last week of January, 1995, and all related materials and files currently in storage in Dallas.