

06-02-2000



101371373

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

5.15.00

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

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

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/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

State/Country

Zip Code

- Individual General Partnership Limited Partnership Association

- Corporation Association

Other

Citizenship/State of Incorporation/Organization

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.)

06/01/2000 DNGUYEN 00000099 1455759

FOR OFFICE USE ONLY

01 FC:481

40.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time 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 DOCUMENTS TO THIS ADDRESS.

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

TRADEMARK
REEL: 002082 FRAME: 0339

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)

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1455759"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

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.

Jennifer S. Perkins

5/5/00

Name of Person Signing

Signature

Date Signed

ASSIGNMENT OF U.S. TRADEMARKS

This **ASSIGNMENT OF U.S. TRADEMARKS** is made as of March 27, 1997 (the "Closing Date") by Bonneville International Corporation, a Utah corporation ("Assignor") in favor of Entertainment Communications, Inc., a Pennsylvania corporation ("Assignee").

WHEREAS, Assignor has created or been assigned and has used and is currently using all trademarks, trade names, service marks, logos and slogans used in connection with the operation of radio broadcast stations KIRO(AM), KIRO-FM and KNWX(AM), Seattle, Washington and KCMO(AM), KCMO-FM, KLTH(FM) and KMBZ(AM), Kansas City, Missouri (the "Stations"), including without limitation those trademarks, trade names, service marks, logos and slogans (the "Marks") set forth on Exhibit A attached hereto and incorporated herein by reference.

WHEREAS, Assignor is selling on even date herewith certain of the assets used in the operation of the Stations to Assignee and ECI License Company L.P. ("ECI"), including all rights, title and interest in and to the Marks, the registration thereof and the goodwill attendant thereto, pursuant to an Asset Exchange Agreement, dated January 3, 1997, as supplemented through the date hereof, by and between Assignor, KIRO, Inc. ("KIRO"), Bonneville Holding Company, Assignee and ECI (the "Asset Exchange Agreement").

WHEREAS, Assignor and Assignee desire to memorialize the transfer of the Marks, the registration thereof and the goodwill attendant thereto from Assignor to Assignee.

NOW, THEREFORE, in consideration of the mutual covenants and premises contained herein and in the Asset Exchange Agreement and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto covenant and agree as follows:

1. Assignor does hereby sell, assign, transfer and convey, free and clear of all liens and encumbrances except Permitted Encumbrances, to Assignee, effective as of 12:01 a.m., eastern standard time, on the Closing Date, all rights, title and interest in and to the Marks together with the goodwill of the business connected with the use of and symbolized by the Marks and the above-mentioned registration thereof; and all reports, interests, claims and demands recoverable in law or equity that such Assignor has or may have in profits and damages for infringements of the Marks occurring on or after the date hereof, including but not limited to the right to compromise, sue for and collect such profits and damages; the same to be held and enjoyed by Assignee, its successors and assigns or their legal representatives, as fully and entirely as the same would have been held and enjoyed by such Assignor if this Assignment of U.S. Trademarks had not been made.

2. This Assignment of U.S. Trademarks is made pursuant to the terms of the Asset Exchange Agreement and does not create any additional obligations, covenants, representations and warranties or alter or amend any of the obligations, covenants, representations and warranties contained in the Asset Exchange Agreement. In the event of any

inconsistency between this Assignment of U.S. Trademarks and the Asset Exchange Agreement, the Asset Exchange Agreement shall control.

3. All capitalized terms used herein shall have the meanings given such terms in the Asset Exchange Agreement, unless otherwise defined herein.

4. This Assignment of U.S. Trademarks may be signed in one or more counterparts, and all counterparts so executed shall constitute one agreement, binding on the parties hereto, notwithstanding that the parties are not signatory to the same counterpart. Executed copies of this Assignment of U.S. Trademarks transmitted by telecopier shall be valid and binding.

IN WITNESS WHEREOF, this Assignment of U.S. Trademarks has been duly executed and delivered on the date first written above.

ASSIGNOR:

BONNEVILLE INTERNATIONAL
CORPORATION, a Utah corporation

A handwritten signature in black ink, appearing to read "David K. Redd", is written over a solid horizontal line.

By: David K. Redd

Its: Vice President, Secretary & General Counsel

ASSIGNEE:

ENTERTAINMENT COMMUNICATIONS, INC.,
a Pennsylvania corporation

By:

Its:

inconsistency between this Assignment of U.S. Trademarks and the Asset Exchange Agreement, the Asset Exchange Agreement shall control.

3. All capitalized terms used herein shall have the meanings given such terms in the Asset Exchange Agreement, unless otherwise defined herein.

4. This Assignment of U.S. Trademarks may be signed in one or more counterparts, and all counterparts so executed shall constitute one agreement, binding on the parties hereto, notwithstanding that the parties are not signatory to the same counterpart. Executed copies of this Assignment of U.S. Trademarks transmitted by telecopier shall be valid and binding.

IN WITNESS WHEREOF, this Assignment of U.S. Trademarks has been duly executed and delivered on the date first written above.


ASSIGNOR:

BONNEVILLE INTERNATIONAL
CORPORATION, a Utah corporation

By:
Its:

ASSIGNEE:

ENTERTAINMENT COMMUNICATIONS, INC.,
a Pennsylvania corporation

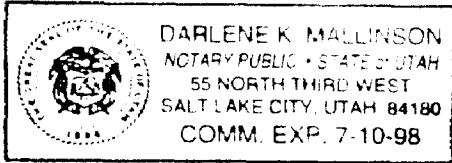

By: *John C. Donlevi*
Its: *Executive Vice President*

STATE OF UTAH)

COUNTY OF SALT LAKE)

On March 26, 1997, before me, Darlene K. Mallinson Notary Public, personally appeared David K. Redd, personally known to me (or proved to me on the basis of satisfactory evidence) to be the Person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal




Notary Public

Commonwealth of
STATE OF Massachusetts
COUNTY OF Westford

On March 16, 1997, before me, Cynthia W. Long, Notary Public,
personally appeared John C. Paulino personally known to me (or proved to me on
the basis of satisfactory evidence) to be the Person(s) whose name(s) is/are subscribed to the
within instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or
the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

Cynthia W. Long
Notary Public

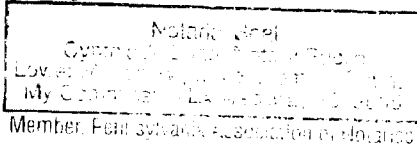


EXHIBIT A

A. Seattle Stations:

1. Federal registration of **MARKETING PARTNERSHIP PROGRAM**
Registration No. 1,355,737 issued August 20, 1985
Owner: KIRO
Renewal due August 20, 2005
2. Federal registration of **MPP (stylized)**
Registration No. 1,355,738 issued August 20, 1985
Owner: KIRO
Section 8 and 15 Affidavits accepted November 30, 1990
Renewal due August 20, 2005
3. Federal registration of **MMI**
Registration No. 1,355,736 issued August 20, 1985
Owner: KIRO
Section 8 and 15 Affidavits accepted November 29, 1990
Renewal due August 20, 2005
4. Federal registration (Supplemental Register) of **MEDIA & MARKET INDEX**
Registration No. 1,341,779 issued June 11, 1985
Owner: KIRO
Section 8 Affidavit accepted September 28, 1990
Renewal due June 11, 2005
5. Washington State registration of **KIRO NEWSRADIO 71 COFFEE CRUISER**
Registration No. 019482 issued January 10, 1990
Owner: KIRO
Renewal due January 10, 2000
6. Washington State registration of **MARKETING PARTNERSHIP PROGRAM**
Registration No. 014099 issued November 20, 1992
Owner: KIRO
Renewal due February 10, 2002
7. Washington State registration of **MEDIA AND MARKET INDEX**
Registration No. 014100 issued November 20, 1992
Owner: KIRO
Renewal due February 10, 2002

8. Washington State registration of MIX 101 FM
Registration No. 020553 issued May 15, 1991
Owner: Bonneville
Renewal due May 15, 2001
9. Washington State registration ULTIMATE SHOPPING SWEEPSTAKES
Registration No. 021008 issued November 22, 1991
Owner: Bonneville
Renewal due November 22, 2001
10. Washington State registration HIGHWAY HELPER
Registration No. 021468 issued June 25, 1992
Owner: Bonneville
Renewal due June 25, 2002
11. Washington State registration FOSTER CHILD HOLIDAY MAGIC
Registration No. 024680 issued December 21, 1995
Owner: Bonneville
Renewal due December 21, 2001
12. Washington State registration GUARANTEED SUNSHINE
Registration No. 017149 issued April 7, 1987
Owner: KIRO
Renewal due April 7, 1997
13. Washington State registration TALK RADIO
Registration No. 019419 issued November 28, 1989
Owner: KIRO
Renewal due November 28, 1999
14. Washington State registration NEWSTALK
Registration No. 020042 issued August 29, 1990
Owner: KIRO
Renewal due August 29, 2000
15. Washington State registration TRAFFIC AND WEATHER TOGETHER
Registration No. 020518 issued May 6, 1991
Owner: KIRO
Renewal due May 6, 2001
16. Washington State registration THE BUZZ
Registration No. 024781 issued January 31, 1996
Owner: Bonneville
Renewal due January 31, 2001

17. Washington State registration of KIRO FIGHT HUNGER DRIVE
Registration No. 024782 issued January 31, 1996
Owner: Bonneville
Renewal due January 31, 2001
18. Washington State registration READ FOR LIFE
Registration No. 025704 issued December 9, 1996
Owner: KIRO
19. Oregon State registration READ FOR LIFE
Registration No. S 31156
20. Montana State registration of READ FOR LIFE
Registration No. T(0169-47)
21. Washington State registration of the MORE YOU LISTEN, THE MORE YOU KNOW
Registration No. 023008 issued April 4, 1994
Owner: KIRO
Renewal due April 4, 2004
22. Idaho State registration of READ FOR LIFE
Registration No. 15601
Owner: Bonneville

B. Kansas City Stations:

1. Federal registration of KCMO
Registration No. 1,455,759 issued September 1, 1987
Owner: Bonneville
Renewal due September 1, 2007
2. Kansas State registration of KANSAS CITY'S POINTS OF LIGHT
Registration No. (not indicated) issued June 19, 1992
Owner: KLTH, a division of Bonneville
Renewal due June 19, 2002
3. Missouri State registration of KANSAS CITY'S POINTS OF LIGHT
Registration No. 11940 issued May 15, 1992
Owner: KLTH
Renewal due May 14, 2002
4. Kansas State registration of KANSAS CITY'S MORNING NEWS
Registration No. (not indicated) issued October 8, 1996
Owner: Bonneville
Renewal due September 23, 2006