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FORM PTO-1618A
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OMB 0651-0027



12-18-2000

U.S. Patent & TMOs/TM Mail Rpt. Dt. #40



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

Conveying Party

Mark if additional names of conveying parties attached

Name Greater Los Angeles Radio, Inc.

Execution Date
Month Day Year _____

Formerly _____

- Individual General Partnership Limited Partnership Corporation Association
- Other _____

Citizenship/State of Incorporation/Organization California

Receiving Party

Mark if additional names of receiving parties attached

Name Infinity WOAZ-FM, Inc.

DBA/AKATA _____

Composed of _____

Address (line 1) 600 New Hampshire Avenue

Address (line 2) Suite 1200

Address (line 3) Washington DC 20037
City State/Country Zip Code

- Individual General Partnership Limited Partnership Corporation Association
- Other _____

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.)

Citizenship/State of Incorporation/Organization Massachusetts

FOR OFFICE USE ONLY

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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: 002205 FRAME: 0436

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name Christopher J. Sovà

Address (line 1) Leventhal, Senter & Lerman P.L.L.C.

Address (line 2) 2000 K Street, N.W.

Address (line 3) Suite 600

Address (line 4) Washington, D.C. 20006-1809

Correspondent Name and Address

Area Code and Telephone Number (202) 416-6768

Name Christopher J. Sovà

Address (line 1) Leventhal, Senter & Lerman P.L.L.C.

Address (line 2) 2000 K Street, N.W.

Address (line 3) Suite 600

Address (line 4) Washington, D.C. 20006-1809

Pages Enter the total number of pages of the attached conveyance document including any attachments. # 6

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)

			1,376,320		

Number of Properties Enter the total number of properties involved. # 1

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$ 40.00

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.

Christopher J. Sovà
Name of Person Signing

Christopher J. Sovà
Signature

12/18/00
Date Signed

ASSIGNMENT OF INTANGIBLE ASSETS

This ASSIGNMENT OF INTANGIBLE ASSETS, dated as of August 22, 1997, is entered into by and among Greater Los Angeles Radio, Inc., a Delaware corporation ("Assignor"), Westinghouse Electric Corporation, a Pennsylvania corporation ("WEC"), and Infinity WOAZ-FM, Inc., a Massachusetts corporation ("Infinity," and together with WEC, "Assignee").

WHEREAS, Assignor and Assignee have entered into that certain Asset Exchange Agreement, dated as of February 25, 1997 (the "Exchange Agreement"), pursuant to which Assignor agreed to sell and Infinity agreed to acquire certain assets used or held for use primarily in the operation of radio broadcast station KRLA(AM), Pasadena, California ("KRLA"), and pursuant to which Assignor agreed to sell and WEC agreed to acquire certain assets used or held for use primarily in the operation of radio broadcast station KLSX(FM), Los Angeles, California ("KLSX," and together with KRLA, the "Stations");

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and in the Exchange Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee covenant and agree as follows:

1. Assignor hereby sells, transfers, assigns, conveys and delivers to Infinity all of Assignor's rights in and to the trademarks, trade names, service marks, franchises, copyrights, jingles, logos, slogans, patents, patent applications, including registrations and applications for registration of any of them, and any other intangible property such as rights under manufacturers' and vendors' warranties and similar claims against third parties relating to assets conveyed under the Exchange Agreement and used or held for use by Assignor primarily in the operation of KRLA, including those listed in Exhibit A attached hereto.

2. Assignor hereby sells, transfers, assigns, conveys and delivers to WEC all of Assignor's rights in and to the trademarks, trade names, service marks, franchises, copyrights, jingles, logos, slogans, patents, patent applications, including registrations and applications for registration of any of them, and any other intangible property such as rights under manufacturers' and vendors' warranties and similar claims against third parties relating to assets conveyed under the Exchange Agreement and used or of held for use by Assignor primarily in the operation of KLSX, including those listed in Exhibit B attached hereto (items on Exhibits A and B are referred to as the "Intangible Assets").

3. From time to time, at Assignee's request, whether on or after the date hereof and without further consideration, Assignor shall execute and deliver or cause to be executed and delivered such further instruments as may be reasonably necessary to assign the Intangible Assets.

4. This Assignment of Intangible Assets is intended to evidence the consummation of the transactions contemplated by the Exchange Agreement. This Assignment of Intangible Assets is made without representation or warranty except as provided in and by the Exchange Agreement. This Assignment of Intangible Assets is in all respects subject to the provisions of the Exchange Agreement and is not intended in any way to supersede, limit or qualify any provision of the Exchange Agreement.

5. Capitalized terms used but not defined herein shall have the meanings given to them in the Exchange Agreement. Schedules and sections refer to schedules and sections in the Exchange Agreement.

6. This Assignment of Intangible Assets shall be governed in all respects, including validity, interpretation and effect, by the internal laws of the State of New York, without regard to the rules of conflicts of law that would require the application of the law of any other jurisdiction.

7. This Assignment of Intangible Assets may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Signatures immediately following on next page.]

IN WITNESS WHEREOF, the parties hereto have caused this ASSIGNMENT OF INTANGIBLE ASSETS to be executed and delivered effective as of the date first written above.

ASSIGNOR:

GREATER LOS ANGELES RADIO, INC.

By: _____

Name: John W. Zielinski

Title: Treasurer

ASSIGNEE:

WESTINGHOUSE ELECTRIC CORPORATION

By: _____

Name: _____

Title: _____

INFINITY WOAZ-FM, INC.

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the parties hereto have caused this ASSIGNMENT OF INTANGIBLE ASSETS to be executed and delivered effective as of the date first written above.

ASSIGNOR:

GREATER LOS ANGELES RADIO, INC.

By: _____

Name: _____

Title: _____

ASSIGNEE:

WESTINGHOUSE ELECTRIC CORPORATION

By: Mel Karmazin _____

Name: Mel Karmazin _____

Title: Vice President _____

INFINITY WOAZ-FM, INC.

By: Mel Karmazin _____

Name: Mel Karmazin _____

Title: President _____

EXHIBIT A

Mark
Number

Jurisdiction

Registration

KRLA

U.S. PTO

No. 1376320

The Heart and
Soul of Rock 'N Roll

U.S. PTO

No. 1251859

EXHIBIT B

Mark
Number

Jurisdiction

Registration

REAL RADIO

California

No. 048105

KLSX

U.S. PTO

No. 1461353