

08-01-2001



UNITED STA

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OFFICE

RECORDATION FORM COVER SHEET

TRADEMARKS ONLY

To the Honorable Commissioner of Patents and Trademarks:

Please record the attached original document or copy thereof.

1. Name and address of conveying party:

See Attached Schedule A

2. Name and address of receiving party:

Toronto Dominion (Texas), Inc., as
Administrative Agent
909 Fannin Street, Suite 1700
Houston, TX 77010

a national banking association.

3. Nature of conveyance: Fifth Amended and Restated Subsidiary Trademark Collateral Security and Pledge Agreement, dated as of June 22, 2001

4. Execution Date: July 10, 2001

5. Registration numbers:

1367063

See Attached Schedule B

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

Richard Denhup, Esq.
Bingham Dana LLP
150 Federal Street
Boston, MA 02110

7. Total number of applications and registrations involved: 80

8. Total fee enclosed: \$2,015

08/01/2001 DBYRNE

00000146 1367063

01 FC:481
02 FC:482

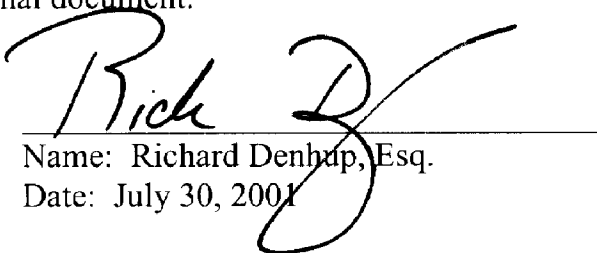
40.00 DP
1975.00 DP

8-1-01

9. Deposit account number: **[Not applicable]**

10. 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 Denhup, Esq.
Date: July 30, 2001

Total number of pages submitted (including cover sheet and any attached Schedules, and conveyance document and any attached Schedules): 48

Schedule A
Names and Addresses of Conveying Parties

- 1) Emmis Radio Corporation
40 Monument Circle, #700
Indianapolis, IN 46204
an Indiana corporation

- 2) Emmis Indiana Broadcasting, L.P.
40 Monument Circle, #700
Indianapolis, IN 46204
an Indiana limited partnership

- 3) Emmis Publishing, L.P.
40 Monument Circle, #700
Indianapolis, IN 46204
an Indiana limited partnership

- 4) Emmis Television Broadcasting, L.P.
40 Monument Circle, #700
Indianapolis, IN 46204
an Indiana limited partnership

- 5) SJL of Kansas Corp.
833 N. Main Street
Wichita, KS 67203
a Kansas corporation

SCHEDULE B

TRADEMARKS AND TRADEMARK REGISTRATIONS

EMMIS RADIO CORPORATION

Trademark Registrations

<u>Mark</u>	<u>Registration Date</u>	<u>Registration Number</u>
Q101 "THE SOLUTION" (stylized letters)	10/22/85	1,367,063
Q-101 (words only)	8/26/97	2,091,433
CD 101.9 Today's Cool Jazz	1/30/96	1,952,411
Cool Notes	1/16/96	1,949,239
The Smoothest Place on Earth	5/26/98	2,160,476
WQCD	9/26/95	1,922,477
Smooth Cruise	3/28/00	2,335,536
Head of pig wearing sunglasses earphones and smoking a cigarette (design only)	10/05/82	1,211,859
St. Louis' Best Rock (words only)	12/28/82	1,222,068
Real Rock Radio (words only)	11/12/85	1,370,559
K-SHE-95 (words only)	7/9/85	1,348,574
KPWR (words only)	9/8/87	1,456,860
Power 106 FM (stylized letters)	5/12/87	1,439,522
KTAR 620	8/19/86	1,406,152
The First Name In News	4/1/97	2,049,291
Gridiron Guide	4/14/92	1,682,905

Trademark Applications

The Mall	2/9/01	76/207,962
HOT 97	10/29/99	75/836,156
Hip Hop Symphony	12/18/00	76/182,311
Hip Hop Symphony and design	12/18/00	76/182,312

EMMIS INDIANA BROADCASTING, L.P.

Trademark Applications

<u>Mark</u>	<u>Filing Date</u>	<u>Serial Number</u>
Download The dough	2/5/01	76/204,631

Trademark Registrations

<u>Mark</u>	<u>Registration Date</u>	<u>Registration Number</u>
WNOU	2/27/01	2,431,658
WYXB	2/20/01	76/211,762
97.1 WENs	10/24/95	1,929,945
WENs	11/14/95	1,935,348
WIBC	12/1/98	2,207,182
WTHI	11/05/96	2,013,974

EMMIS PUBLISHING, L.P.

Trademark Registrations

<u>Mark</u>	<u>Registration Date</u>	<u>Registration Number</u>
Soul of the South (words only)	3/25/97	2,048,459
Celebrating the Soul of the South (words only)	1/14/97	2,030,159
Indianapolis Monthly (words only)	9/12/95	1,917,939
Atlanta (words only)	9/13/83	1,251,117
Atlanta (stylized letters)	9/13/83	1,251,118
Atlanta Magazine (words only)	7/31/62	735,488
Atlanta Magazine (words only)	7/29/97	2,083,254
Country Sampler	10/11/88	1,508,087
Cincinnati Magazine	12/15/98	2,211,138
Country Sampler's Country Business	5/31/94	1,838,419
Folkart Treasures	7/29/97	2,083,593
Folkart Treasures Country Marketplace	8/5/97	2,085,682
Country Marketplace	7/22/97	2,081,245
The Country Sampler Store	6/29/99	2,256,764
The Country Sampler Store (image)	7/6/99	2,259,026
Taste of Indianapolis	3/7/00	2,325,902
Texas Monthly	12/23/75	1,027,910
Behind the Lines	11/18/97	2,113,378
Texas Primer	1/18/00	2,310,020
Texas Monthly	6/6/00	2,355,473

Last Page	10/28/97	2,110,143
Texas Traveler	12/31/96	2,028,035
Texas Tour and Meeting Guide	9/9/97	2,094,074
Texas Bride	6/9/98	2,164,813
Planet Texas (design only)	7/23/96	1,987,805
Planet Texas Design	2/9/99	2,222,976
Texas Tour Guide	4/13/99	2,239,972
Domain	1/21/86	1,379,148
Los Angeles	10/22/96	2,009,987
The Best of LA	4/15/97	2,053,510
The Best of LA	5/10/94	1,835,407
California Weekends	10/24/89	1,562,838
Buzz	3/3/92	1,678,086
LA Style	6/23/87	1,444,072
Los Angeles Direct	12/14/99	2,301,092
The Arbiter	11/2/99	2,290,745
LA to Z	11/3/99	2,297,159
Street Smart	11/9/99	2,291,770
Los Angeles	8/31/99	2,273,997
LA Magazine	6/29/99	2,257,898
E Emmis Publishing and design	8/18/98	2,182,747

Trademark Applications

<u>Mark</u>	<u>Filing Date</u>	<u>Serial Number</u>
State Secrets	12/18/97	75-407,432
Texas Monthly Biz	8/7/98	75-532,739
L.A. Style	7/30/99	75-764,080

EMMIS TELEVISION BROADCASTING, L.P.

Trademark Applications

<u>Mark</u>	<u>Filing Date</u>	<u>Serial Number</u>
New Mexico Made New Mexico Proud	5/20/98	75/488,078
Mainstreet News	pending	75/649,460
First Warning Weather	3/26/01	76/299,255

Trademark Registrations

<u>Mark</u>	<u>Registration Date</u>	<u>Registration Number</u>
Capital City News	7/22/97	2,082,629
Hawaiian Moving Company	9/4/84	1,293,388
KHON-TV	1/19/88	1,473,537
WFTX-TV	11/05/96	2,013,973
Mira	1/10/89	1,520,209

SJL OF KANSAS CORP.

Trademark Registrations

<u>Mark</u>	<u>Registration Date</u>	<u>Registration Number</u>
KSN	5/15/84	1,278,336

FIFTH AMENDED AND RESTATED SUBSIDIARY
TRADEMARK COLLATERAL
SECURITY AND PLEDGE AGREEMENT

This **FIFTH AMENDED AND RESTATED SUBSIDIARY TRADEMARK COLLATERAL SECURITY AND PLEDGE AGREEMENT**, dated as of June 22, 2001 (this "Trademark Agreement"), is by and among **EMMIS DAR, INC.**, an Indiana corporation, **EMMIS MEADOWLANDS CORPORATION**, an Indiana corporation, **EMMIS INTERNATIONAL BROADCASTING CORPORATION**, a California corporation, **SJL OF KANSAS CORP.**, a Kansas corporation, **EMMIS TELEVISION BROADCASTING, L.P.** an Indiana limited partnership, **EMMIS INDIANA BROADCASTING, L.P.** (f/k/a Emmis Indiana Radio, L.P.), an Indiana limited partnership, **EMMIS RADIO CORPORATION** (f/k/a/ Emmis Broadcasting Corporation of New York), an Indiana corporation, (as successor by merger to Emmis FM Broadcasting Corporation of St. Louis, **KPWR, Inc.**, Emmis 1380 AM Radio Corporation of St. Louis, Emmis FM Broadcasting Corporation of Chicago, Emmis Broadcasting Corporation of Phoenix, Big Hit Marketing, Inc., Emmis 104.1 FM Radio Corporation of St. Louis, Emmis 106.5 FM Broadcasting Corporation of St. Louis, Emmis Radio Corporation of New York and Emmis Broadcasting Corporation of Denver), **TOPEKA TELEVISION CORPORATION**, a Missouri corporation, **EMMIS PUBLISHING, L.P.**, an Indiana limited partnership, **EMMIS PUBLISHING CORPORATION**, an Indiana corporation (as successor by merger to Los Angeles Magazine Holding Company, Inc., Los Angeles Magazine, Inc., Texas Monthly, Inc., Mediatex Development Corporation, Mediatex Communications Corporation, Emmis 1310 AM Radio Corporation of Indianapolis, Emmis FM Broadcasting Corporation of Indianapolis, Emmis AM Radio Corporation of Indianapolis, Emmis FM Radio Corporation of Indianapolis and Emmis 105.7 FM Radio Corporation of Indianapolis), **EMMIS LATIN AMERICA BROADCASTING CORPORATION**, a California corporation, and **EMMIS SOUTH AMERICA BROADCASTING CORPORATION**, a California corporation (collectively, the "Assignors" and each individually, an "Assignor") and **TORONTO DOMINION (TEXAS), INC.**, as administrative agent (hereinafter, in such capacity, the "Administrative Agent") for itself and other lending institutions (hereinafter, collectively, the "Lenders") which are, or may in the future become, parties to a Fourth Amended and Restated Revolving Credit Agreement and Term Loan Agreement, dated as of December 29, 2000 (as amended, supplemented, restated or otherwise modified and in effect from time to time, the "Credit Agreement"), among Emmis Communications Corporation ("ECC"), the Lenders, the Administrative Agent, Fleet National Bank (f/k/a BankBoston, N.A.), as documentation agent, First Union National Bank, as syndication agent, and Credit Suisse First Boston, as co-documentation agent.

WHEREAS, the Assignors entered into a Fifth Amended and Restated Subsidiary Guaranty, dated as of the December 29, 2000 (as amended, supplemented, restated or otherwise modified and in effect from time to time, the "Guaranty"), in favor of the Lenders and the Administrative Agent, pursuant to

which the Assignors guaranteed all of the Obligations (as defined in the Credit Agreement);

WHEREAS, the Assignors executed and delivered to the Administrative Agent for the benefit of the Lenders and the Administrative Agent, that certain Fifth Amended and Restated Subsidiary Security Agreement, dated as of December 29, 2000 (as amended and in effect from time to time, the "Existing Subsidiary Security Agreement") pursuant to which each of the Assignors granted to the Administrative Agent, for the benefit of the Lenders and the Administrative Agent, a security interest in all of such Assignor's personal property and fixture assets, including without limitation the trademarks, service marks, trademarks and service mark registrations, and trademark and service mark registration applications listed on Schedule A attached hereto, all to secure the payment and performance of the Obligations (as defined in the Credit Agreement);

WHEREAS, pursuant to that certain Joinder Agreement, dated as of June 22, 2001, Emmis Operating Company, an Indiana corporation and a wholly-owned subsidiary of ECC, expressly joined onto the Credit Agreement and the Loan Documents (as defined in the Credit Agreement) and expressly agreed to become party thereto in the same capacity or capacities as, and assumed all of the liabilities and obligations of, ECC under the Credit Agreement and the other Loan Documents and became the sole "Borrower" under the Credit Agreement (hereafter, Emmis Operating Company is referred to as the "Borrower");

WHEREAS, in connection with the Reorganization (as defined in the Credit Agreement), several of the Assignors have merged with and into several other Assignors, such that after giving effect to the Reorganization, the ownership of the Pledged Trademarks (as defined below) is set forth on Schedule A hereto;

WHEREAS, it is a condition precedent to the Administrative Agent's and the Lenders' willingness to continue to make Loans (as defined in the Credit Agreement) or otherwise extend credit under the Credit Agreement, that the Assignors amend and restate the Fourth Amended and Restated Subsidiary Trademark Collateral Security and Pledge Agreement, dated as of December 29, 2000 (as amended and in effect from time to time the "Existing Subsidiary Trademark Agreement"), to, among other things, (i) confirm and ratify their grant to the Administrative Agent under the Existing Subsidiary Trademark Agreement of a continuing security interest in the Pledged Trademarks, and (ii) expressly provide a grant of and security interest in the Pledged Trademarks, in each case to secure all Obligations of the Assignors under and as defined in the Guaranty;

WHEREAS, the Borrower and the Assignors are members of a group of related entities, the success of any one of which is dependent in part on the success of other members of such group;

WHEREAS, each of the Assignors expects to receive substantial direct and indirect benefits from the extensions of credit to the Borrower by the Lenders pursuant to the Credit Agreement (which benefits are hereby acknowledged); and

WHEREAS, this Trademark Agreement is supplemental to the provisions contained in the Subsidiary Security Agreement;

NOW, THEREFORE, in consideration of the premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, in order to induce the Lenders to continue to make Loans or otherwise extend credit to the Borrower pursuant to the Credit Agreement, and to secure the Assignors' Obligations under and as defined in the Guaranty, the Assignors agree with the Administrative Agent, for its benefit and the benefit of the Lenders, that the Existing Subsidiary Trademark Agreement be, and the same hereby are amended and restated in their entirety as set forth above and as follows (and, in the case of Attachments, in the forms attached hereto):

1. DEFINITIONS.

Capitalized terms used herein and not otherwise defined herein shall have the respective meanings provided therefor in the Credit Agreement and the Subsidiary Security Agreement. In addition, the following terms shall have the meanings set forth in this §1 or elsewhere in this Trademark Agreement referred to below:

Assignment of Marks. See §2.1.

Associated Goodwill. All goodwill of each of the Assignors and its business, products and services appurtenant to, associated with or symbolized by the Trademarks and the use thereof.

Pledged Trademarks. All of each Assignor's right, title and interest in and to all of the Trademarks, the Trademark Registrations, the Trademark License Rights, the Trademark Rights, the Associated Goodwill, the Related Assets, and all accessions to, substitutions for, replacements of, and all products and proceeds of any and all of the foregoing.

PTO. The United States Patent and Trademark Office.

Related Assets. All assets, rights and interests of the Assignors that uniquely reflect or embody the Associated Goodwill, including the following:

(a) all patents, inventions, copyrights, trade secrets, confidential information, formulae, methods or processes, compounds, recipes, know-how, methods and operating systems, drawings, descriptions, formulations, manufacturing and production and delivery procedures, quality control procedures, product and service specifications, catalogs, price lists, and advertising materials, relating to the manufacture, production, delivery, provision and sale of goods or services under or in association with any of the Trademarks; and

(b) the following documents and things in the possession or under the control of the Assignors, or subject to their demand for possession or control, related to the production, delivery, provision and sale by the Assignors, or any affiliate, franchisee, licensee or contractor, of products or services sold by or under the authority of the Assignors in connection with the Trademarks or Trademark Rights, whether prior to, on or subsequent to the date hereof:

(i) all lists, contracts, ancillary documents and other information that identify, describe or provide information with respect to any customers, dealers or distributors of the Assignors, their affiliates or franchisees or licensees or contractors, for products or services sold under or in connection with the Trademarks or Trademark Rights, including all lists and documents containing information regarding each customer's, dealer's or distributor's name and address, credit, payment, discount, delivery and other sale terms, and history, pattern and total of purchases by brand, product, style, size and quantity;

(ii) all agreements (including franchise agreements), product and service specification documents and operating, production and quality control manuals relating to or used in the design, manufacture, production, delivery, provision and sale of products or services under or in connection with the Trademarks or Trademark Rights;

(iii) all documents and agreements relating to the identity and locations of all sources of supply, all terms of purchase and delivery, for all materials, components, raw materials and other supplies and services used in the manufacture, production, provision, delivery and sale of products or services under or in connection with the Trademarks or Trademark Rights; and

(iv) all agreements and documents constituting or concerning the present or future, current or proposed advertising and promotion by the Assignors (or any of their affiliates, franchisees, licensees or contractors) of products or services sold under or in connection with the Trademarks or Trademark Rights.

Trademark Agreement. This Fifth Amended and Restated Subsidiary Trademark Collateral Security and Pledge Agreement, as amended, supplemented, amended and restated or otherwise modified from time to time.

Trademark License Rights. Any and all past, present or future rights and interests of the Assignors pursuant to any and all past, present and future franchising or licensing agreements in favor of the Assignors, or to which any Assignors is a party, pertaining to any Trademarks, Trademark Registrations, or Trademark Rights owned or used by third parties in the past, present or future, including the right (but not the obligation) in the name of the Assignors or the

Administrative Agent to enforce, and sue and recover for, any breach or violation of any such agreement to which any Assignors is a party.

Trademark Registrations. All past, present or future federal, state, local and foreign registrations of the Trademarks, all past, present and future applications for any such registrations (and any such registrations thereof upon approval of such applications), together with the right (but not the obligation) to apply for such registrations (and prosecute such applications) in the name of the Assignors or the Administrative Agent, and to take any and all actions necessary or appropriate to maintain such registrations in effect and renew and extend such registrations.

Trademark Rights. Any and all past, present or future rights in, to and associated with the Trademarks throughout the world, whether arising under federal law, state law, common law, foreign law or otherwise, including the following: all such rights arising out of or associated with the Trademark Registrations; the right (but not the obligation) to register claims under any state, federal or foreign trademark law or regulation; the right (but not the obligation) to sue or bring opposition or cancellation proceedings in the name of the Assignors or the Administrative Agent for any and all past, present and future infringements or dilution of or any other damages or injury to the Trademarks, the Trademark Rights, or the Associated Goodwill, and the rights to damages or profits due or accrued arising out of or in connection with any such past, present or future infringement, dilution, damage or injury; and the Trademark License Rights.

Trademarks. All of the trademarks, service marks, designs, logos, indicia, trade names, corporate names, company names, business names, fictitious business names, trade styles, elements of package or trade dress, and other source and product or service identifiers, used or associated with or appurtenant to the products, services and businesses of the Assignors, that (i) are set forth on Schedule A hereto, or (ii) have been adopted, acquired, owned, held or used by the Assignors or are now owned, held or used by the Assignors, in the Assignors' business, or with the Assignors' products and services, or in which the Assignors have any right, title or interest, or (iii) are in the future adopted, acquired, owned, held and used by the Assignors in the Assignors' business or with the Assignors' products and services, or in which the Assignors in the future acquires any right, title or interest.

use. With respect to any Trademark, all uses of such Trademark by, for or in connection with the Assignors or their businesses or for the direct or indirect benefit of the Assignors or their businesses, including all such uses by the Assignors themselves, by any of the affiliates of the Assignors, or by any franchisee, licensee or contractor of the Assignors.

Unless otherwise provided herein, the rules of interpretation set forth in §1.2 of the Credit Agreement shall be applicable to this Trademark Agreement.

2. GRANT OF SECURITY INTEREST.

2.1. Security Interest; Assignment of Marks.

The Assignors hereby confirm that pursuant to the Existing Subsidiary Trademark Agreement, the Assignors pledged and assigned to the Administrative Agent, for its benefit and the benefit of the Lenders, and granted to the Administrative Agent, for its benefit and the benefit of such Lenders, a continuing security interest and first priority lien on the Pledged Trademarks, and pledged and mortgaged (but did not transfer title to) the Pledged Trademarks to the Administrative Agent for the benefit of the Lenders and the Administrative Agent. As collateral security for the payment and performance in full of all of the Obligations, each Assignor hereby ratifies, restates and reaffirms such pledge and security interest and hereby unconditionally grants to the Administrative Agent, for the benefit of the Lenders and the Administrative Agent, a continuing security interest in and first priority lien on the Pledged Trademarks, and pledges and mortgages (but does not transfer title to) the Pledged Trademarks to the Administrative Agent for the benefit of the Lenders and the Administrative Agent. In addition, each Assignor has executed in blank and delivered to the Administrative Agent an assignment of federally registered trademarks in substantially the form of Exhibit 1 hereto (the "Assignment of Marks") The Assignors hereby authorize the Administrative Agent to complete as assignee and record with the PTO the Assignment of Marks upon the occurrence and during the continuance of an Event of Default and the proper exercise of the Administrative Agent's remedies under this Trademark Agreement and the Subsidiary Security Agreement. Notwithstanding the foregoing, such grant of a security interest shall not extend to and the term "Pledged Trademarks" shall not include any Excluded assets or any non-material assets which the Administrative Agent agrees in writing may be excluded.

2.2. Conditional Assignment. In addition to, and not by way of limitation of, the grant, pledge and mortgage of the Pledged Trademarks provided in §2.1, each Assignor grants, assigns, transfers, conveys and sets over to the Administrative Agent, for the benefit of the Lenders and the Administrative Agent, such Assignor's entire right, title and interest in and to the Pledged Trademarks; provided that such grant, assignment, transfer and conveyance shall be and become of force and effect only (i) upon or after the occurrence and during the continuance of an Event of Default and (ii) either (A) upon the written demand of the Administrative Agent at any time during such continuance or (B) immediately and automatically (without notice or action of any kind by the Administrative Agent) upon an Event of Default for which acceleration of the Loans is automatic under the Credit Agreement or upon the sale or other disposition of or foreclosure upon the Collateral pursuant to the Subsidiary Security Agreement and applicable law (including the transfer or other disposition of the Collateral by the Assignors to the Administrative Agent or its nominee in lieu of foreclosure).

2.3. Supplemental to Subsidiary Security Agreement. Pursuant to the Subsidiary Security Agreement each Assignor has granted to the Administrative Agent, for the benefit of the Lenders and the Administrative Agent, a continuing security interest in and lien on the Collateral (including the Pledged Trademarks). The Subsidiary Security Agreement, and all rights and interests of the Administrative Agent in and to the Collateral (including the Pledged Trademarks) thereunder, are hereby ratified and confirmed in all respects. In no event shall this Trademark Agreement, the grant, assignment, transfer and conveyance of the Pledged Trademarks hereunder, or the recordation of this Trademark Agreement (or any document hereunder) with the PTO, adversely affect or impair, in any way or to any extent, the Subsidiary Security Agreement, the security interest of the Administrative Agent in the Collateral (including the Pledged Trademarks) pursuant to the Subsidiary Security Agreement and this Trademark Agreement, the attachment and perfection of such security interest under the Uniform Commercial Code (including the security interest in the Pledged Marks), or any present or future rights and interests of the Administrative Agent in and to the Collateral under or in connection with the Subsidiary Security Agreement, this Trademark Agreement or the Uniform Commercial Code. Any and all rights and interests of the Administrative Agent in and to the Pledged Trademarks (and any and all obligations of any Assignor with respect to the Pledged Trademarks) 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 Administrative Agent (and the obligations of any Assignor) in, to or with respect to the Collateral (including the Pledged Trademarks) provided in or arising under or in connection with the Subsidiary Security Agreement and shall not be in derogation thereof.

3. REPRESENTATIONS, WARRANTIES AND COVENANTS.

Each Assignor represents, warrants and covenants that: (i) Schedule A sets forth a true and complete list of all Trademarks and Trademark Registrations now owned, licensed, controlled or used by the Assignors; (ii) the Trademarks and Trademark Registrations are subsisting and have not been adjudged invalid or unenforceable, in whole or in part, and there is no litigation or proceeding pending concerning the validity or enforceability of the Trademarks or Trademark Registrations; (iii) to the best of each Assignor's knowledge, each of the Trademarks and Trademark Registrations is valid and enforceable; (iv) to the best of each Assignor's knowledge, there is no infringement by others of the Trademarks, Trademark Registrations or Trademark Rights; (v) no claim has been made that the use of any of the Trademarks does or may violate the rights of any third person, and to the best of each Assignor's knowledge, there is no infringement by the Assignors of the trademark rights of others; (vi) the Assignors are the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks (other than ownership and other rights reserved by third party owners with respect to Trademarks that any Assignor is licensed to use), free and clear of any liens, charges, encumbrances and adverse claims, including pledges, assignments, licenses, registered user agreements and covenants by the Assignors not to sue third persons, other than the security interest and assignment created by the Subsidiary Security Agreement and this Trademark Agreement; (vii) each

Assignor has the unqualified right to enter into this Trademark Agreement and to perform its terms and has entered and will enter into written agreements with each of its present and future employees, agents, consultants, licensors and licensees that will enable them to comply with the covenants herein contained; (viii) each Assignor has used, and will continue to use, proper statutory and other appropriate proprietary notices in connection with its use of the Trademarks; (ix) each Assignor has used, and will continue to use for the duration of this Trademark Agreement, consistent standards of quality in its manufacture and provision of products and services sold or provided under the Trademarks; (x) this Trademark Agreement, together with the Subsidiary Security Agreement, will create in favor of the Administrative Agent a valid and perfected first priority security interest in the Pledged Trademarks upon making the filings referred to in clause (xi) of this §3; and (xi) except for the filing of financing statements under the Uniform Commercial Code and the recording of this Trademark Agreement with the PTO, no authorization, approval or other action by, and no notice to or filing with, any governmental or regulatory authority, agency or office is required either (A) for the grant by the Assignors or the effectiveness of the security interest and assignment granted hereby or for the execution, delivery and performance of this Trademark Agreement by the Assignors, or (B) for the perfection of or the exercise by the Administrative Agent of any of its rights and remedies hereunder.

4. NO TRANSFER OR INCONSISTENT AGREEMENTS.

Without the Administrative Agent's prior written consent, the Assignors will not (i) mortgage, pledge, assign, encumber, grant a security interest in, transfer, license or alienate any of the Pledged Trademarks, or (ii) enter into any agreement (for example, a license agreement) that is inconsistent with the Assignors' obligations under this Trademark Agreement or the Subsidiary Security Agreement.

5. AFTER-ACQUIRED TRADEMARKS, ETC.

5.1. After-acquired Trademarks. If, before the Obligations shall have been finally paid and satisfied in full, any Assignor shall obtain any right, title or interest in or to any other or new Trademarks, Trademark Registrations or Trademark Rights, the provisions of this Trademark Agreement shall automatically apply thereto and such Assignor shall promptly provide to the Administrative Agent notice thereof in writing and execute and deliver to the Administrative Agent such documents or instruments as the Administrative Agent may reasonably request further to implement, preserve or evidence the Administrative Agent's interest therein except to the extent such Pledged Trademarks consist of Excluded Assets or non-material assets which the Administrative Agent agrees in writing may be excluded.

5.2. Amendment to Schedule. Each Assignor authorizes the Administrative Agent to modify this Trademark Agreement and the Assignment of Marks, without the necessity of any Assignor's further approval or signature, by amending Schedule A hereto and the Annex to the Assignment of Marks to include

any future or other Trademarks, Trademark Registrations or Trademark Rights under §2 or §5.

6. TRADEMARK PROSECUTION.

6.1. Assignors Responsible. The Assignors shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with the Pledged Trademarks, and shall hold each of the Administrative Agent and the Lenders harmless from any and all costs, damages, liabilities and expenses that may be incurred by the Administrative Agent or any Lender in connection with the Administrative Agent's interest in the Pledged Trademarks or any other action or failure to act in connection with this Trademark Agreement or the transactions contemplated hereby. In respect of such responsibility, the Assignors shall retain trademark counsel acceptable to the Administrative Agent.

6.2. Assignors' Duties, etc. The Assignors shall have the right and the duty, through trademark counsel acceptable to the Administrative Agent, to prosecute diligently any trademark registration applications of the Trademarks pending as of the date of this Trademark Agreement or thereafter, to preserve and maintain all rights in the Trademarks and Trademark Registrations, including the filing of appropriate renewal applications and other instruments to maintain in effect the Trademark Registrations and the payment when due of all registration renewal fees and other fees, taxes and other expenses that shall be incurred or that shall accrue with respect to any of the Trademarks or Trademark Registrations. Any expenses incurred in connection with such applications and actions shall be borne by the Assignors. The Assignors shall not abandon any filed trademark registration application, or any Trademark Registration or Trademark, without the consent of the Administrative Agent, which consent shall not be unreasonably withheld.

6.3. Assignors' Enforcement Rights. Each Assignor shall have the right and the duty to bring suit or other action in such Assignor's own name to maintain and enforce the Trademarks, the Trademark Registrations and the Trademark Rights. The Assignors may require the Administrative Agent to join in such suit or action as necessary to assure the Assignors' ability to bring and maintain any such suit or action in any proper forum if (but only if) the Administrative Agent is completely satisfied that such joinder will not subject the Administrative Agent or any Lender to any risk of liability. The Assignors shall promptly, upon demand, reimburse and indemnify the Administrative Agent for all damages, costs and expenses, including legal fees, incurred by the Administrative Agent pursuant to this §6.3.

6.4. Protection of Trademarks, etc. In general, the Assignors shall take any and all such actions (including institution and maintenance of suits, proceedings or actions) as may be necessary or appropriate to properly maintain, protect, preserve, care for and enforce the Pledged Trademarks. The Assignors shall not take or fail to take any action, nor permit any action to be taken or not

taken by others under its control, that would adversely affect the validity, grant or enforcement of the Pledged Trademarks.

6.5. Notification by Assignors. Promptly upon obtaining knowledge thereof, the Assignors will notify the Administrative Agent in writing of the institution of, or any final adverse determination in, any proceeding in the PTO or any similar office or agency of the United States or any foreign country, or any court, regarding the validity of any of the Trademarks or Trademark Registrations or the Assignors' rights, title or interests in and to the Pledged Trademarks, and of any event that does or reasonably could materially adversely affect the value of any of the Pledged Trademarks, the ability of the Assignors or the Administrative Agent to dispose of any of the Pledged Trademarks or the rights and remedies of the Administrative Agent in relation thereto (including but not limited to the levy of any legal process against any of the Pledged Trademarks).

7. REMEDIES.

Upon the occurrence and during the continuance of an Event of Default, the Administrative Agent shall have, in addition to all other rights and remedies given it by this Trademark Agreement (including, without limitation, those set forth in §2.2, the Credit Agreement, the Subsidiary Security Agreement and the other Loan Documents, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in the State of New York, and, without limiting the generality of the foregoing, the Administrative Agent may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to the Assignors, all of which are hereby expressly waived, sell or license at public or private sale or otherwise realize upon the whole or from time to time any part of the Pledged Trademarks, or any interest that the Assignors may have therein, and after deducting from the proceeds of sale or other disposition of the Pledged Trademarks all expenses incurred by the Administrative Agent in attempting to enforce this Trademark Agreement (including all reasonable expenses for broker's fees and legal services), shall apply the residue of such proceeds toward the payment of the Obligations as set forth in or by reference in the Subsidiary Security Agreement. Notice of any sale, license or other disposition of the Pledged Trademarks shall be given to the Assignors at least five (5) days before the time that any intended public sale or other public disposition of the Pledged Trademarks is to be made or after which any private sale or other private disposition of the Pledged Trademarks may be made, which the Assignors hereby agree shall be reasonable notice of such public or private sale or other disposition. At any such sale or other disposition, the Administrative Agent may, to the extent permitted under applicable law, purchase or license the whole or any part of the Pledged Trademarks or interests therein sold, licensed or otherwise disposed of.

8. COLLATERAL PROTECTION.

If the Assignors shall fail to do any act that they have covenanted to do hereunder, or if any representation or warranty of the Assignors shall be breached,

the Administrative Agent, in its own name or that of the Assignors (in the sole discretion of the Administrative Agent), may (but shall not be obligated to) do such act or remedy such breach (or cause such act to be done or such breach to be remedied), and the Assignors agree promptly to reimburse the Administrative Agent for any cost or expense incurred by the Administrative Agent in so doing.

9. POWER OF ATTORNEY.

If any Event of Default shall have occurred and be continuing, the Assignors do hereby make, constitute and appoint the Administrative Agent (and any officer or agent of the Administrative Agent as the Administrative Agent may select in its exclusive discretion) as the Assignors' true and lawful attorney-in-fact, with full power of substitution and with the power to endorse the Assignors' names on all applications, documents, papers and instruments necessary for the Administrative Agent to use the Pledged Trademarks, or to grant or issue any exclusive or nonexclusive license of any of the Pledged Trademarks to any third person, or to take any and all actions necessary for the Administrative Agent to assign, pledge, convey or otherwise transfer title in or dispose of any of the Pledged Trademarks or any interest of the Assignors therein to any third person, and, in general, to execute and deliver any instruments or documents and do all other acts that the Assignors are obligated to execute and do hereunder. The Assignors hereby ratify all that such attorney shall lawfully do or cause to be done by virtue hereof and releases each of the Administrative Agent and the Lenders from any claims, liabilities, causes of action or demands arising out of or in connection with any action taken or omitted to be taken by the Administrative Agent under this power of attorney (except for the Administrative Agent's gross negligence or willful misconduct). This power of attorney is coupled with an interest and shall be irrevocable for the duration of this Trademark Agreement.

10. FURTHER ASSURANCES.

The Assignors shall, at any time and from time to time, and at their expense, make, execute, acknowledge and deliver, and file and record as necessary or appropriate with governmental or regulatory authorities, agencies or offices, such agreements, assignments, documents and instruments, and do such other and further acts and things (including, without limitation, obtaining consents of third parties), as the Administrative Agent may request or as may be necessary or appropriate in order to implement and effect fully the intentions, purposes and provisions of this Trademark Agreement, or to assure and confirm to the Administrative Agent the grant, perfection and priority of the Administrative Agent's security interest in the Pledged Trademarks.

11. TERMINATION.

At such time as all of the Obligations in respect of principal and interest with respect to Loans and all other Obligations have been finally paid and satisfied in full, any amounts including contingent Obligations in respect of Letters of Credit have been cash collateralized to the Administrative Agent's satisfaction and the

Lenders have no further Commitment to advance new Loans or issue additional Letters of Credit, this Trademark Agreement shall terminate and the Administrative Agent shall, upon the written request and at the expense of the Assignors, execute and deliver to the Assignors all deeds, assignments and other instruments as may be necessary or proper to reassign and reconvey to and re-vest in the Assignors the entire right, title and interest to the Pledged Trademarks previously granted, assigned, transferred and conveyed to the Administrative Agent by the Assignors pursuant to this Trademark Agreement, as fully as if this Trademark Agreement had not been made, subject to any disposition of all or any part thereof that may have been made by the Administrative Agent pursuant hereto or the Subsidiary Security Agreement.

12. COURSE OF DEALING.

No course of dealing between the Assignors and the Administrative Agent, nor any failure to exercise, nor any delay in exercising, on the part of the Administrative Agent, any right, power or privilege hereunder or under the Subsidiary Security Agreement or any other agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

13. EXPENSES.

Any and all fees, costs and expenses, of whatever kind or nature, including the reasonable attorneys' fees and expenses incurred by the Administrative Agent in connection with the preparation of this Trademark Agreement and all other documents relating hereto, the consummation of the transactions contemplated hereby or the enforcement hereof, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance or renewal fees, encumbrances, or otherwise protecting, maintaining or preserving the Pledged Trademarks, or in defending or prosecuting any actions or proceedings arising out of or related to the Pledged Trademarks, shall be borne and paid by the Assignors.

14. OVERDUE AMOUNTS.

Until paid, all amounts due and payable by the Assignors hereunder shall be a debt secured by the Pledged Trademarks and other Collateral and shall bear, whether before or after judgment, interest at the rate of interest for overdue principal set forth in the Credit Agreement.

15. NO ASSUMPTION OF LIABILITY; INDEMNIFICATION.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, NEITHER THE ADMINISTRATIVE AGENT NOR ANY LENDER ASSUMES ANY LIABILITIES OF THE ASSIGNORS WITH RESPECT TO ANY CLAIM OR CLAIMS REGARDING THE ASSIGNORS' OWNERSHIP OR

PURPORTED OWNERSHIP OF, OR RIGHTS OR PURPORTED RIGHTS ARISING FROM, ANY OF THE PLEDGED TRADEMARKS OR ANY USE, LICENSE OR SUBLICENSE THEREOF, WHETHER ARISING OUT OF ANY PAST, CURRENT OR FUTURE EVENT, CIRCUMSTANCE, ACT OR OMISSION OR OTHERWISE. ALL OF SUCH LIABILITIES SHALL BE EXCLUSIVELY THE RESPONSIBILITY OF THE ASSIGNORS AND THE ASSIGNORS SHALL INDEMNIFY THE ADMINISTRATIVE AGENT AND THE LENDERS FOR ANY AND ALL COSTS, EXPENSES, DAMAGES AND CLAIMS, INCLUDING LEGAL FEES, INCURRED BY THE ADMINISTRATIVE AGENT OR ANY LENDER WITH RESPECT TO SUCH LIABILITIES.

16. NOTICES.

All notices and other communications made or required to be given pursuant to this Trademark Agreement shall be made in the manner set forth in §19.6 of the Credit Agreement.

17. AMENDMENT AND WAIVER.

This Trademark Agreement is subject to modification only by a writing signed by the Administrative Agent (with the consent of the Required Lenders) and the Assignors, except as provided in §5.2. The Administrative Agent shall not be deemed to have waived any right hereunder unless such waiver shall be in writing and signed by the Administrative Agent and the Required Lenders. A waiver on any one occasion shall not be construed as a bar to or waiver of any right on any future occasion.

18. GOVERNING LAW; CONSENT TO JURISDICTION.

THIS TRADEMARK AGREEMENT IS INTENDED TO TAKE EFFECT AS A SEALED INSTRUMENT AND SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK. The Assignors agree that any suit for the enforcement of this Trademark Agreement may be brought in the courts of the State of New York or any federal court sitting therein and consent to the non-exclusive jurisdiction of such court and to service of process in any such suit being made upon the Assignors by mail at the address specified in §16. The Assignors hereby waive any objection that they may now or hereafter have to the venue of any such suit or any such court or that such suit is brought in an inconvenient court.

19. WAIVER OF JURY TRIAL.

EACH OF THE ADMINISTRATIVE AGENT AND THE ASSIGNORS WAIVE THEIR RIGHT TO A JURY TRIAL WITH RESPECT TO ANY ACTION OR CLAIM ARISING OUT OF ANY DISPUTE IN CONNECTION WITH THIS TRADEMARK AGREEMENT, ANY RIGHTS OR OBLIGATIONS HEREUNDER OR THE PERFORMANCE OF ANY SUCH RIGHTS OR

OBLIGATIONS. Except as prohibited by law, each Assignor waives any right which it may have to claim or recover in any litigation referred to in the preceding sentence any special, exemplary, punitive or consequential damages or any damages other than, or in addition to, actual damages. Each Assignor (i) certifies that neither the Administrative Agent or any Lender nor any representative, agent or attorney of the Administrative Agent or any Lender has represented, expressly or otherwise, that the Administrative Agent or any Lender would not, in the event of litigation, seek to enforce the foregoing waivers, and (ii) acknowledges that, in entering into the Credit Agreement and the other Loan Documents to which the Administrative Agent or any Lender is a party, the Administrative Agent and the Lenders are relying upon, among other things, the waivers and certifications contained in this §19.

20. MISCELLANEOUS.

The headings of each section of this Trademark Agreement are for convenience only and shall not define or limit the provisions thereof. This Trademark Agreement and all rights and obligations hereunder shall be binding upon the Assignors and their respective successors and assigns, and shall inure to the benefit of the Administrative Agent, the Lenders and their respective successors and assigns. In the event of any irreconcilable conflict between the provisions of this Trademark Agreement and the Credit Agreement, or between this Trademark Agreement and the Subsidiary Security Agreement, the provisions of the Credit Agreement or the Subsidiary Security Agreement, as the case may be, shall control. If any term of this Trademark Agreement shall be held to be invalid, illegal or unenforceable, the validity of all other terms hereof shall in no way be affected thereby, and this Trademark Agreement shall be construed and be enforceable as if such invalid, illegal or unenforceable term had not been included herein. The Assignors acknowledge receipt of a copy of this Trademark Agreement. The parties hereto acknowledge and agree that this Trademark Agreement is the "Subsidiary Trademark Agreement" referenced in the Credit Agreement.

[signature pages follow]

IN WITNESS WHEREOF, this Trademark Agreement has been executed as of the day and year first above written.

**EMMIS DAR, INC.,
EMMIS MEADOWLANDS
CORPORATION
EMMIS LATIN AMERICA
BROADCASTING CORPORATION
EMMIS INTERNATIONAL
BROADCASTING CORPORATION
SJL OF KANSAS CORP.
EMMIS RADIO CORPORATION
EMMIS SOUTH AMERICA
BROADCASTING CORPORATION
TOPEKA TELEVISION
CORPORATION
EMMIS PUBLISHING
CORPORATION
EMMIS INDIANA BROADCASTING,
L.P.**

By: Emmis Operating Company, its
General Partner

EMMIS PUBLISHING, L.P.

By: Emmis Operating Company, its
General Partner

EMMIS TELEVISION

BROADCASTING, L.P.

By: Emmis Operating Company, its
General Partner

By: _____

Name:

Title:

**J. Scott Enright
Vice President
Associate General Counsel**

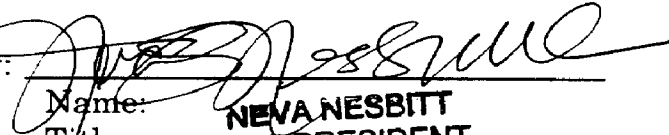
CERTIFICATE OF ACKNOWLEDGMENT

COMMONWEALTH OR STATE OF Indiana)
) ss
COUNTY OF Marion)

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 10 day of July, 2001, personally appeared J. Scott Enright to me known personally, and who, being by me duly sworn, deposes and says that he is the Vice President of Emmis Dar, Inc., Emmis Meadowlands Corporation, Emmis International Broadcasting Corporation, SJL Of Kansas Corp., Emmis Radio Corporation, Emmis South America Broadcasting Corporation, Topeka Television Corporation, Emmis Publishing Corporation, Emmis Operating Company and Emmis Latin America Broadcasting Corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said Vice President acknowledged said instrument to be the free act and deed of said entities.

Elizabeth Marie Ellis
Notary Public
My Commission Expires: Dec. 6, 2006

TORONTO DOMINION (TEXAS) INC.,
as Administrative Agent

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

SCHEDULE A

TRADEMARKS AND TRADEMARK REGISTRATIONS

EMMIS RADIO CORPORATION

Trademark Registrations

<u>Mark</u>	<u>Registration Date</u>	<u>Registration Number</u>
Q101 "THE SOLUTION" (stylized letters)	10/22/85	1,367,063
Q-101 (words only)	8/26/97	2,091,433
CD 101.9 Today's Cool Jazz	1/30/96	1,952,411
Cool Notes	1/16/96	1,949,239
The Smoothest Place on Earth	5/26/98	2,160,476
WQCD	9/26/95	1,922,477
Smooth Cruise	3/28/00	2,335,536
Head of pig wearing sunglasses earphones and smoking a cigarette (design only)	10/05/82	1,211,859
St. Louis' Best Rock (words only)	12/28/82	1,222,068
Real Rock Radio (words only)	11/12/85	1,370,559
K-SHE-95 (words only)	7/9/85	1,348,574
KPWR (words only)	9/8/87	1,456,860
Power 106 FM (stylized letters)	5/12/87	1,439,522
KTAR 620	8/19/86	1,406,152
The First Name In News	4/1/97	2,049,291
Gridiron Guide	4/14/92	1,682,905

Trademark Applications

The Mall	2/9/01	76/207,962
HOT 97	10/29/99	75/836,156
Hip Hop Symphony	12/18/00	76/182,311
Hip Hop Symphony and design	12/18/00	76/182,312

EMMIS INDIANA BROADCASTING, L.P.Trademark Applications

<u>Mark</u>	<u>Filing Date</u>	<u>Serial Number</u>
Download The Dough	2/5/01	76/204,631
WYXB	2/20/01	76/211,762

Trademark Registrations

<u>Mark</u>	<u>Registration Date</u>	<u>Registration Number</u>
WNOU	2/27/01	2,431,658
97.1 WENS	10/24/95	1,929,945
WENS	11/14/95	1,935,348
WIBC	12/1/98	2,207,182
WTHI	11/05/96	2,013,974

EMMIS PUBLISHING, L.P.

Trademark Registrations

<u>Mark</u>	<u>Registration Date</u>	<u>Registration Number</u>
Soul of the South (words only)	3/25/97	2,048,459
Celebrating the Soul of the South (words only)	1/14/97	2,030,159
Indianapolis Monthly (words only)	9/12/95	1,917,939
Atlanta (words only)	9/13/83	1,251,117
Atlanta (stylized letters)	9/13/83	1,251,118
Atlanta Magazine (words only)	7/31/62	735,488
Atlanta Magazine (words only)	7/29/97	2,083,254
Country Sampler	10/11/88	1,508,087
Cincinnati Magazine	12/15/98	2,211,138
Country Sampler's Country Business	5/31/94	1,838,419
Folkart Treasures	7/29/97	2,083,593
Folkart Treasures Country Marketplace	8/5/97	2,085,682
Country Marketplace	7/22/97	2,081,245
The Country Sampler Store	6/29/99	2,256,764
The Country Sampler Store (image)	7/6/99	2,259,026
Taste of Indianapolis	3/7/00	2,325,902
Texas Monthly	12/23/75	1,027,910
Behind the Lines	11/18/97	2,113,378
Texas Primer	1/18/00	2,310,020
Texas Monthly	6/6/00	2,355,473

Last Page	10/28/97	2,110,143
Texas Traveler	12/31/96	2,028,035
Texas Tour and Meeting Guide	9/9/97	2,094,074
Texas Bride	6/9/98	2,164,813
Planet Texas (design only)	7/23/96	1,987,805
Planet Texas Design	2/9/99	2,222,976
Texas Tour Guide	4/13/99	2,239,972
Domain	1/21/86	1,379,148
Los Angeles	10/22/96	2,009,987
The Best of LA	4/15/97	2,053,510
The Best of LA	5/10/94	1,835,407
California Weekends	10/24/89	1,562,838
Buzz	3/3/92	1,678,086
LA Style	6/23/87	1,444,072
Los Angeles Direct	12/14/99	2,301,092
The Arbiter	11/2/99	2,290,745
LA to Z	11/3/99	2,297,159
Street Smart	11/9/99	2,291,770
Los Angeles	8/31/99	2,273,997
LA Magazine	6/29/99	2,257,898
E Emmis Publishing and design	8/18/98	2,182,747

Trademark Applications

<u>Mark</u>	<u>Filing Date</u>	<u>Serial Number</u>
State Secrets	12/18/97	75-407,432
Texas Monthly Biz	8/7/98	75-532,739
L.A. Style	7/30/99	75-764,080

EMMIS TELEVISION BROADCASTING, L.P.Trademark Applications

<u>Mark</u>	<u>Filing Date</u>	<u>Serial Number</u>
New Mexico Made New Mexico Proud	5/20/98	75/488,078
Mainstreet News	pending	75/649,460
First Warning Weather	3/26/01	76/299,255

Trademark Registrations

<u>Mark</u>	<u>Registration Date</u>	<u>Registration Number</u>
Capital City News	7/22/97	2,082,629
Hawaiian Moving Company	9/4/84	1,293,388
KHON-TV	1/19/88	1,473,537
WFTX-TV	11/05/96	2,013,973
Mira	1/10/89	1,520,209

SJL OF KANSAS CORP.

Trademark Registrations

<u>Mark</u>	<u>Registration Date</u>	<u>Registration Number</u>
KSN	5/15/84	1,278,336

EXHIBIT IASSIGNMENT OF TRADEMARKS AND SERVICE MARKS (U.S.)

WHEREAS, each of the corporations and limited partnerships listed on the signature page below (each an "Assignor"), has adopted and is using the trademarks and service marks identified opposite its name on the Annex hereto (with respect to each such Assignor, the "Marks"), and is the owner of the registrations of and pending registration applications for such Marks in the United States Patent and Trademark Office identified on such Annex; and

WHEREAS, _____, a _____, having a place of business at _____ (the "Assignee"), is desirous of acquiring the Marks and the registrations thereof and registration applications therefor;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, each Assignor does hereby assign, sell and transfer unto the Assignee all right, title and interest in and to its Marks, together with (i) the registrations of and registration applications for such Marks, (ii) the goodwill of the business symbolized by and associated with such Marks and the registrations thereof, and (iii) the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to such Marks or the registrations thereof or such associated goodwill.

This Assignment of Trademarks and Service Marks (U.S.) is intended to and shall take effect as a sealed instrument at such time as the Assignee shall complete this instrument by inserting its name in the second paragraph above and signing its acceptance of this Assignment of Trademarks and Service Marks (U.S.) below.

IN WITNESS WHEREOF, each of the Assignors, by its duly authorized officer, has executed this assignment, as an instrument under seal, on this __ day of _____, 2001.

**EMMIS DAR, INC.,
EMMIS MEADOWLANDS
CORPORATION
EMMIS LATIN AMERICA
BROADCASTING CORPORATION
EMMIS INTERNATIONAL
BROADCASTING CORPORATION
SJL OF KANSAS CORP.
EMMIS RADIO CORPORATION
EMMIS SOUTH AMERICA
BROADCASTING CORPORATION
TOPEKA TELEVISION
CORPORATION
EMMIS PUBLISHING
CORPORATION
BROADCASTING, L.P.**

By: Emmis Operating Company, its
General Partner

EMMIS PUBLISHING, L.P.

By: Emmis Operating Company, its
General Partner

**EMMIS TELEVISION
BROADCASTING, L.P.**

By: Emmis Operating Company, its
General Partner

By: _____

Name:

Title:

CERTIFICATE OF
ACKNOWLEDGMENT

COMMONWEALTH OR STATE OF _____)
) ss
COUNTY OF _____)

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this ___ day of _____, 2001, personally appeared _____ to me known personally, and who, being by me duly sworn, deposes and says that he is the _____ of Emmis Dar, Inc., Emmis Meadowlands Corporation, Emmis International Broadcasting Corporation, SJL Of Kansas Corp., Emmis Radio Corporation, Emmis South America Broadcasting Corporation, Topeka Television Corporation, Emmis Publishing Corporation, Emmis Operating Company and Emmis Latin America Broadcasting Corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said _____ acknowledged said instrument to be the free act and deed of said entities.

Notary Public
My Commission Expires:

ANNEX

TRADEMARKS AND TRADEMARK REGISTRATIONSEMMIS RADIO CORPORATIONTrademark Registrations

<u>Mark</u>	<u>Registration Date</u>	<u>Registration Number</u>
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Q-101 (words only)	8/26/97	2,091,433
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Cool Notes	1/16/96	1,949,239
The Smoothest Place on Earth	5/26/98	2,160,476
WQCD	9/26/95	1,922,477
Smooth Cruise	3/28/00	2,335,536
Head of pig wearing sunglasses earphones and smoking a cigarette (design only)	10/05/82	1,211,859
St. Louis' Best Rock (words only)	12/28/82	1,222,068
Real Rock Radio (words only)	11/12/85	1,370,559
K-SHE-95 (words only)	7/9/85	1,348,574
KPWR (words only)	9/8/87	1,456,860
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KTAR 620	8/19/86	1,406,152
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The Mall	2/9/01	76/207,962
HOT 97	10/29/99	75/836,156
Hip Hop Symphony	12/18/00	76/182,311
Hip Hop Symphony and design	12/18/00	76/182,312

EMMIS INDIANA BROADCASTING, L.P.Trademark Applications

<u>Mark</u>	<u>Filing Date</u>	<u>Serial Number</u>
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WENS	11/14/95	1,935,348
WIBC	12/1/98	2,207,182
WTHI	11/05/96	2,013,974

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<u>Mark</u>	<u>Registration Date</u>	<u>Registration Number</u>
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Texas Monthly	6/6/00	2,355,473

Last Page	10/28/97	2,110,143
Texas Traveler	12/31/96	2,028,035
Texas Tour and Meeting Guide	9/9/97	2,094,074
Texas Bride	6/9/98	2,164,813
Planet Texas (design only)	7/23/96	1,987,805
Planet Texas Design	2/9/99	2,222,976
Texas Tour Guide	4/13/99	2,239,972
Domain	1/21/86	1,379,148
Los Angeles	10/22/96	2,009,987
The Best of LA	4/15/97	2,053,510
The Best of LA	5/10/94	1,835,407
California Weekends	10/24/89	1,562,838
Buzz	3/3/92	1,678,086
LA Style	6/23/87	1,444,072
Los Angeles Direct	12/14/99	2,301,092
The Arbiter	11/2/99	2,290,745
LA to Z	11/3/99	2,297,159
Street Smart	11/9/99	2,291,770
Los Angeles	8/31/99	2,273,997
LA Magazine	6/29/99	2,257,898
E Emmis Publishing and design	8/18/98	2,182,747

Trademark Applications

<u>Mark</u>	<u>Filing Date</u>	<u>Serial Number</u>
State Secrets	12/18/97	75-407,432
Texas Monthly Biz	8/7/98	75-532,739
L.A. Style	7/30/99	75-764,080

EMMIS TELEVISION BROADCASTING, L.P.Trademark Applications

<u>Mark</u>	<u>Filing Date</u>	<u>Serial Number</u>
New Mexico Made New Mexico Proud	5/20/98	75/488,078
Mainstreet News	pending	75/649,460
First Warning Weather	3/26/01	76/299,255

Trademark Registrations

<u>Mark</u>	<u>Registration Date</u>	<u>Registration Number</u>
Capital City News	7/22/97	2,082,629
Hawaiian Moving Company	9/4/84	1,293,388
KHON-TV	1/19/88	1,473,537
WFTX-TV	11/05/96	2,013,973
Mira	1/10/89	1,520,209

SJL OF KANSAS CORP.

Trademark Registrations

<u>Mark</u>	<u>Registration Date</u>	<u>Registration Number</u>
KSN	5/15/84	1,278,336