

10-22-2001



Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

RE

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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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

1. Name of conveying party(ies): Fox/UTV Holdings, Inc. 10.12.01
Individual(s) Association General Partnership Limited Partnership Corporation-State DE Other
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies): Clear Channel Broadcasting, Inc.
Internal Address:
Street Address: 200 East Basse Road
City: San Antonio State: TX Zip: 78209
Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Nevada Other
If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
Assignment Merger Security Agreement Change of Name Other
Execution Date:

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
B. Trademark Registration No.(s) 1,479,042
Additional number(s) attached Yes No

6. Total number of applications and registrations involved: 8

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Jessica N. Rosenthal
Internal Address:
Street Address: 1776 K St., NW
City: Washington State: DC Zip: 20006

7. Total fee (37 CFR 3.41): \$ 215.00
Enclosed Authorized to be charged to deposit account
8. Deposit account number:
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature. To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.
Richard Wolf Name of Person Signing
Signature
Date 10/5/01
Total number of pages including cover sheet, attachments, and document: 6

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

ADDITIONAL TRADEMARK REGISTRATION NUMBERS

1,834,045

1,824,632

1,899,315

1,475,339

2,442,789

1,834,046

serial no. 76/071,280

FOX TRADEMARK ASSIGNMENT

THIS FOX TRADEMARK ASSIGNMENT is dated as of this 1st day of October, 2001, and made by Fox/UTV Holdings, Inc., a Delaware corporation ("Fox Salt Lake City"), to Clear Channel Broadcasting, Inc., a Nevada corporation ("CCB"). Unless otherwise defined herein all capitalized terms have the meanings assigned to such terms in the Asset Exchange Agreement, dated as of July 31, 2001 (the "Exchange Agreement") by and among CCB, Clear Channel Broadcasting Licenses, Inc., a Nevada corporation ("CCBL"), Clear Channel Communications, Inc., a Texas corporation (together with CCB and CCBL, the "Clear Channel Entities"), Fox Television Stations, Inc., a Delaware corporation ("FTS" and, together with Fox Salt Lake City, "Fox"), UTV of San Antonio, Inc., a Texas corporation and a wholly owned subsidiary of Fox Salt Lake City ("Fox San Antonio"), and The News Corporation Limited, a South Australia corporation (together with Fox and Fox San Antonio, the "Fox Entities").

WHEREAS, in the Exchange Agreement the Clear Channel Entities and the Fox Entities agreed to exchange all of the Clear Channel Exchanged Assets and Clear Channel Assumed Liabilities for the Fox Exchanged Assets and the Fox Assumed Liabilities as a like-kind exchange under Section 1031 of the Code and upon the terms and subject to the conditions set forth in the Exchange Agreement; and

WHEREAS, immediately prior to the Closing, Fox San Antonio was merged with and into Fox Salt Lake City, with Fox Salt Lake City surviving the merger as the owner of all of the Fox Exchanged Assets (other than the Fox FCC Licenses).

NOW, THEREFORE, pursuant to the Exchange Agreement and in consideration of the mutual covenants and agreements contained therein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree to the following:

1. Assignment. Fox Salt Lake City hereby transfers, assigns and conveys to CCB all of its right, title and interest in and to the Fox Trademarks, including without limitation those listed on Schedule A hereto, and any applications, registrations and any renewals that may be granted thereon, together with the goodwill of the Fox Businesses symbolized by the Fox Trademarks, free and clear of Liens (other than Fox Permitted Liens).

2. The Exchange Agreement. This Fox Trademark Assignment is subject in all respects to the terms and conditions of the Exchange Agreement and it is intended only to document the assignment of the Fox Trademarks. Nothing contained in this Fox Trademark Assignment shall be deemed to supersede any of the obligations, agreements, representations, covenants or warranties of any Clear Channel Entity or any Fox Entity contained in the Exchange Agreement.

3. Governing Law. This Fox Trademark Assignment shall be construed and interpreted according to the laws of the State of New York, without regard to the conflict of law principles thereof.

4. Counterparts. This Fox Trademark Assignment may be executed in several counterparts, each of which shall be deemed an original, but such counterparts shall together constitute but one and the same Fox Trademark Assignment.

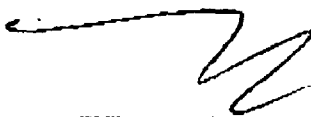
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[SIGNATURE PAGE FOLLOWS]

SIGNATURE PAGE TO FOX TRADEMARK ASSIGNMENT

IN WITNESS WHEREOF, the party hereto has executed this Fox Trademark Assignment as of the date first above written.

FOX/UTV HOLDINGS, INC.



By:

Name: LAWRENCE A JACOBS

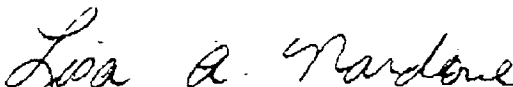
Title: EXECUTIVE VICE PRESIDENT, SECRETARY

STATE OF NEW YORK)

COUNTY NEW YORK)

ss

The foregoing Fox Trademark Assignment was acknowledged before me this 28th day of Sept, 2001, by LAWRENCE A. JACOBS who being duly sworn, did say that he/she is the EXECUTIVE VICE PRESIDENT of Fox/UTV Holdings, Inc., a Delaware corporation, and has executed this Fox Trademark Assignment on behalf of such corporation.



Notary Public

My commission expires: _____

LISA A. NARDONE
Notary Public, State of New York
No. 24-4917103
Qualified in Kings County
Certificate Filed in New York County
Commission Expires Feb 29 2002