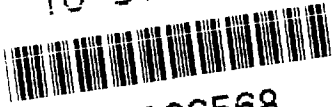


10-31-2002



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

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): Wood Radio Limited Partnership
[ ] Individual(s) [ ] Association
[ ] General Partnership [x] Limited Partnership
[ ] Corporation-State
[ ] Other
Additional name(s) of conveying party(ies) attached? [ ] Yes [x] No

10-28-02

2. Name and address of receiving party(ies)
Name: Clear Channel Radio, Inc. & Clear Channel Radio Licenses, Inc.
Internal Address:
Street Address: 200 East Basse Road
City: San Antonio State: TX Zip: 78205
[ ] Individual(s) citizenship
[ ] Association
[ ] General Partnership
[ ] Limited Partnership
[x] Corporation-State Nevada
[ ] Other
If assignee is not domiciled in the United States, a domestic representative designation is attached: [ ] Yes [x] No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? [ ] Yes [x] No

3. Nature of conveyance:
[x] Assignment [ ] Merger
[ ] Security Agreement [ ] Change of Name
[ ] Other
Execution Date: May 6, 1996

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
B. Trademark Registration No.(s) 563,182
Additional number(s) attached [ ] Yes [x] No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Pamela B. Huff
Internal Address: Cox & Smith Incorporated
Street Address: 112 East Pecan, Suite 1800
City: San Antonio State: TX Zip: 78205

6. Total number of applications and registrations involved: 1
7. Total fee (37 CFR 3.41) \$ 40.00
[x] Enclosed
[x] Authorized to be charged to deposit account
8. Deposit account number: 033483

DO NOT USE THIS SPACE

9. Signature.
Pamela B. Huff
Name of Person Signing Signature Date 10/21/02
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

10/30/2002 LMUELLER 00000200 563182

01 FC:8521

40.00 DP

TRADEMARK REEL: 2607 FRAME: 0878

ASSIGNMENT AND BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, pursuant to that certain Option Agreement (the "Option Agreement") dated as of February 15, 1996 by and among WOOD RADIO LIMITED PARTNERSHIP, a Delaware limited partnership ("Seller") and CLEAR CHANNEL RADIO, INC. (the "Buyer") and CLEAR CHANNEL RADIO LICENSES, INC., both Nevada corporations<sup>^</sup>, that Seller, for and in consideration of the payment of the exercise price, as set forth in Section 1(b) of the Option Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant, sell, convey, transfer, assign and deliver to Buyer as of the date hereof all of the Option Assets <sup>^</sup> described on Schedule I hereto, free and clear of any and all liens, claims and encumbrances of any kind or nature (other than Permitted Encumbrances) but subject to certain liabilities and obligations of Seller to be expressly assumed by Buyer pursuant to the terms of the Option Agreement. Except as otherwise defined herein, capitalized terms used in this Assignment and Bill of Sale shall have the same meaning herein as defined in the Option Agreement.

^

TO HAVE AND TO HOLD, all and singular, the Option Assets described on Schedule I hereto, hereby sold, assigned, transferred and conveyed to Buyer, its successors and assigns, to and for their own use and benefit forever.

Except with respect to the representations and warranties contained in the Option Agreement, **SELLER MAKES NO REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT IMPLIED LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE THAT MAY BE IMPLIED BY APPLICABLE STATE LAW.**

This Assignment and Bill of Sale is executed pursuant to and is subject to the terms and conditions of the Option Agreement and is being delivered in consideration of, among other things, the payment to Seller of the exercise price as set forth in Section 1(b) of the Option Agreement, receipt of which is hereby acknowledged. All representations and warranties of Seller contained in the Option Agreement and which pertain to the assets being conveyed hereby shall remain in effect after the date hereof and until their expiration as provided in the Option Agreement.

This instrument shall be binding upon Seller, its respective successors and assigns, and shall inure to the benefit of Buyer and its successors and assigns.

This Assignment and Bill of Sale shall be governed by, construed and enforced in accordance with the laws of Michigan.

IN WITNESS WHEREOF, Seller has caused this Assignment and Bill of Sale to be executed by its duly authorized officer as of the \_\_\_ day of May, 1996.

WOOD RADIO LIMITED PARTNERSHIP

By: Primedia, Inc.,  
Its General Partner

By: Bruce H. Holberg  
Bruce H. Holberg  
President

STATE OF  
COUNTY OF

On the 6<sup>th</sup> day of May, 1996, before me personally appeared the above-named Bruce H. Holberg, as President of Primedia, Inc., the general partner of WOOD Radio Limited Partnership, to me known and known by me to be the President of said corporation and acknowledged said instrument so executed to be his free act and deed in said capacity and the free act and deed of said corporation.

Mitzi R. Wendrow  
Notary Public  
My commission expires:

MITZI R. WENDROW  
Notary Public, Kent County, MI  
My Commission Expires 12-08-99

**SCHEDULE I TO THE CLEAR CHANNEL RADIO, INC.  
ASSIGNMENT AND BILL OF SALE**

**ASSETS**

**A. Tower Leases**

- a. WOOD (FM) Transmitter Site (Cherry Valley Road, Middleville, MI)
  - Agreement dated 2/15/72 by and between Seller and Lin Central Broadcasting Corporation, as assignee of Manahattan Cable Television, Inc., as assignee of Time-Life Broadcast, Inc., as amended by an Amendment to Tower Lease dated 11/1/74, a Second Amendment to Tower Lease dated 5/21/76, a Third Amendment to Tower Lease dated 4/28/77, a Fourth Amendment to Tower Lease dated 4/15/82 and a Fifth Amendment to Tower Lease dated 5/17/84.
  
- b. WBCT Transmitter Site (12672 Chief Noonday Raod, Yankee Springs Township, MI)
  - Lease and Engineering Services Agreement dated 7/1/84 by and between Seller, as assignee of Radio Associates of Michigan, Inc., as assignee of Fetzer Broadcasting Company, and Busse Broadcasting Corporation, as assignee of Gillette Broadcasting, Inc., as assignee of Fetzer Television Corporation, as amended by an Amendment to Lease and Engineering Services Agreement dated 10/2/86 and a Second Amendment to Lease dated 3/2/92.

**B. Tower Equipment**

- All towers, antennas and related transmission equipment, and all transmitters and their related equipment.

**C. Trademarks, Etc.**

- All trademarks, trade names, service marks, franchises, patents, jingles, slogans and other intangible rights, owned or licensed and used or held for use by Seller as of the date of February 15, 1996 as used or held for use in connection with the business and operations of the Stations, including, without limitation, all right, title and interest in and to the mark "WOOD-AM," "WOOD-FM," and "WBCT-FM" and any and all variations thereof, and all of those listed and described on

- Attachment to Schedule I, and those acquired by Seller in connection with the business and operations of the Stations between February 15, 1996 and the date of the Option Agreement.

D. FCC Records

- All FCC logs and other records that relate to the operation of the Stations.

TRADEMARKS ♦ SLOGANS ♦ JINGLES ♦ ETC.

Mark:  
U.S. Trademark Reg No.:

WOOD  
1,599,924

Mark:  
U.S. Trademark Reg No.:

Design of Woodpecker  
563,182

Mark:  
U.S. Trademark Reg No.:

EZ-105.7  
1,795,300

Mark:  
Pending

Design of Bee Logo

Mark:  
Pending

WBCT

Mark:  
Pending

B-93

Mark:  
Pending

B-93.7

WOOD-AM Jingles:

1. THE STATION YOU  
DEPEND ON
2. RIGHT THINKING RADIO

EZ Jingles:

See Attached

WBCT:

1. B93
2. MICHIGAN'S NEW  
COUNTRY, B93
3. NOBODY PLAYS MORE  
COUNTRY, B93
4. 93.7
5. NOBODY PLAYS MORE  
COUNTRY, B93/WBCT  
GRAND RAPIDS

EZ Jingles & Slogans

1. THE BEST VARIETY OF CONTINUOUS FAVORITES FROM THE  
'70s, '80s, and '90s
2. EZ LOVE SONGS
3. EZ MONDAY FAX
4. THE BEST VARIETY ! EZ 105 POINT 7
5. ... EZ 105.7 POINT 7
6. EZ 105 POINT 7
7. YOUR WORKDAY GOES BY FASTER, EZ 105 POINT 7
8. EZ 105 POINT 7
9. START YOUR DAY, WITH EZ 105 POINT 7
10. SPEND YOUR DAY, WITH EZ 105 POINT 7
11. EZ LOVE SONGS! EZ 105 POINT 7
12. VARIETY FROM THE '70s, '80s, and '90s, EZ 105 POINT 7