

11-29-2002

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



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

Tab settings

102296860

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

1. Name of conveying party(ies):

Interep National Radio Sales, Inc.

(see other entities listed on the signature pages)

11-20-02

- Individual(s)
- General Partnership
- Corporation-State
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution date: November 7, 2002

2. Name and address of receiving party(ies):

Name: Guggenheim Investment Management, LLC (as Collateral Agent)

Internal Address: _____

Street Address: 135 East 57th Street, 9th Floor

City: New York State: NY Zip: 10022

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Delaware
- 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

FINANCE SECTION
NOV 21 AM 10:47
RECORDS

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)
See Schedule I

B. Trademark Registration No.(s) See Schedule I

Additional number(s) attached Yes No

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

Name: Janu Sivanesan

Internal Address: Weil, Gotshal & Manges, LLP

Street Address: 767 5th Avenue

City: New York State: NY Zip: 10153

6. Total number of applications and registrations involved: 27

7. Total fee (37 CFR 3.41): \$ 690.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: 23-0800

(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.

Phyllis Eremitaggio
Name of Person Signing

Phyllis Eremitaggio
Signature

November 20, 2002
Date

Total number of pages including cover sheet, attachments, and document: 12

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

11/27/2002 6TDM11 00000167 230800 2079007

01 FC:8521 40.00 CH
02 FC:8522 650.00 CH

NY1:1148073\01\L%X011.DOC\51014.0008

TRADEMARK
REEL: 002624 FRAME: 0723

SCHEDULE I

Registered Trademarks:

Trademark	Registration Date	Registration Number
Allied Radio Partners	7/15/97	2,079,087
Converging Media 20:20	8/13/02	2,608,028
Country Radio Format Network	8/23/94	1,850,836
E-Radio	1/18/00	2,309,898
E-Radio Sales	6/20/00	2,360,699
Interep	8/23/88	1,501,570
Interep (and design)	8/23/88	1,501,571
Interep Interactive and design	4/18/00	2,343,602
Internet	2/26/85	1,322,486
Radio 20:20	5/1/01	2,447,356
Radio 2000	3/14/00	2,328,970
Radioexchange	6/18/02	2,580,769
Selling Today...Innovating For Tomorrow	4/11/00	2,340,620
Shop Healthy Sweepstakes	7/23/02	2,598,139
Stationscan	2/18/97	2,038,896
The Power of Country Radio Tour 94	5/6/97	2,058,570
U Can Win	12/15/98	2,211,596
Urban Radio Format Network	8/23/94	1,850,838

Pending Trademark Applications:

Trademark	Date Application Filed	Serial Number
Conversion Media 2020	5/4/00	76/039614
Conversion Media Marketing	5/4/00	76/039616
Conversion Media Sales	5/4/00	76/039615
Eradio	9/9/02	78/162011
E-Radio 20:20	3/30/01	78/055962
E-Radio Resource	05/31/02	78/132341
Radio 2005	5/4/00	76/039613
Radioxchange	12/10/01	78/097565
The Interep Radio Store and design	4/18/00	76/028618

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of November 7, 2002, by Interep National Radio Sales, Inc. (the "*Borrower*" or "*Interep*") and each of the other entities listed on the signature pages hereof or which becomes a party hereto pursuant to Section 5.1(k) of the Credit Agreement referred to below (each a "*Grantor*" and, collectively, the "*Grantors*"), in favor of Guggenheim Investment Management, LLC, as collateral agent for the Lenders (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of November 7, 2002 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), among Interep, the Grantors, the Lenders party thereto and the Collateral Agent, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantors other than the Borrower are party to the Guaranty pursuant to which they have guaranteed the Obligations; and

WHEREAS, all the Grantors are party to a Security Agreement of even date herewith in favor of the Collateral Agent (the "*Security Agreement*") pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE in consideration of the premises and to induce the Lenders and the Collateral Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Collateral Agent as follows:

Section 1. Defined Terms

Unless otherwise defined herein, terms defined in the Credit Agreement or in the Security Agreement and used herein have the meaning given to them in the Credit Agreement or the Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral

Each Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations, hereby collaterally assigns, conveys, mortgages, pledges, hypothecates and transfers to the Collateral Agent for the benefit of the Lenders, and grants to the Collateral Agent for the benefit of the Lenders a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "*Trademark Collateral*"):

- (a) all of its Trademarks and Trademark Licenses to which it is a party, including, without limitation, those referred to on *Schedule I* hereto;
- (b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all Proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present, future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

Section 3. Security Agreement

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

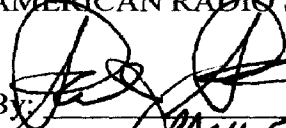
[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each of the undersigned has caused this Security Agreement to be duly executed and delivered as of the date first above written.

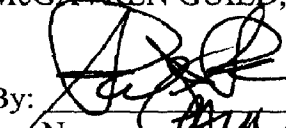
INTEREP NATIONAL RADIO SALES, INC.,
as Grantor

GRANTORS:

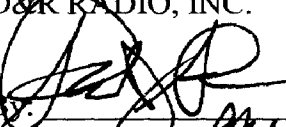
AMERICAN RADIO SALES, INC.

By: 
Name: PAUL J. PARZUCHOWSKI
Title: VP/SECRETARY

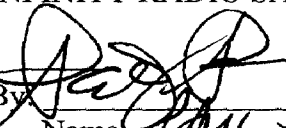
McGAVREN GUILD, INC.

By: 
Name: PAUL J. PARZUCHOWSKI
Title: VP/SECRETARY

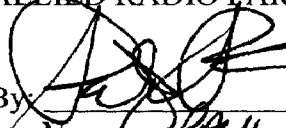
D&R RADIO, INC.

By: 
Name: PAUL J. PARZUCHOWSKI
Title: VP/SECRETARY


INFINITY RADIO SALES, INC.

By: 
Name: PAUL J. PARZUCHOWSKI
Title: VP/SECRETARY

ALLIED RADIO PARTNERS, INC.

By: 
Name: PAUL J. PARZUCHOWSKI
Title: VP/SECRETARY

CABALLERO SPANISH MEDIA, L.L.C.

By: 
Name: CHRISTOPHER DUCHOWSKI
Title: VP SECRETARY

Accepted and Agreed
as of the date first above written:

GUGGENHEIM INVESTMENT MANAGEMENT, LLC,
as Collateral Agent

By: 

Name: Todd Boehly

Title: Managing Director

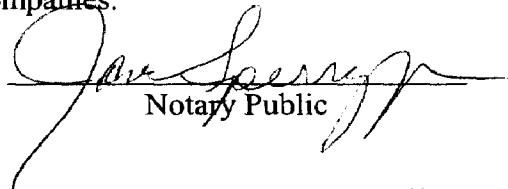
ACKNOWLEDGEMENT OF GRANTOR

STATE OF NEW YORK)

) ss.

COUNTY OF NEW YORK)

On this 2nd day of November, 2002 before me personally appeared Paul J. Parzuchowski, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Allied Radio Partners, Inc., American Radio Sales, Inc., Caballero Spanish Media L.L.C., D&R Radio, Inc., Infinity Radio Sales, Inc. and McGavren Guild, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said companies, that the said instrument was signed on behalf of said companies as authorized by its Board of Directors or Members, as applicable, and that he acknowledged said instrument to be the free act and deed of said companies.


Notary Public

JANE SPERRAZZA
NOTARY PUBLIC, State of New York
No. 41-4663037
Qualified in Suffolk County
Commission Expires Aug. 31, 2006

ACKNOWLEDGEMENT OF GRANTOR

STATE OF New York)
COUNTY OF Kings) ss.

On this 7 day of November, 2002 before me personally appeared Todd Boehly, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of "EIM", who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Samantha Maret
Notary Public

SAMANTHA MARET
Notary Public, State of New York
No. 01MA6080246
Qualified in Kings County
Commission Expires Sept. 9, 2006