

04-30-2003



Form PTO-1594

(Rev. 10/02)

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Tab settings

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102433969

DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

4-29-03

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

1. Name of conveying party(ies):

Artistic Media Partners, Inc.  
5520 E. 75th Street, Indianapolis, IN 46250

- 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: 4/3/03

2. Name and address of receiving party(ies)

Name: National City Bank of Indiana  
Internal Address: c/o Thomas R. Groh, SVP  
Street Address: 101 W. Washington St., 200-E  
City: Indianapolis State: IN Zip: 46255

- Individual(s) citizenship
- Association national banking association
- General Partnership
- Limited Partnership
- Corporation-State
- 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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 2,004,440 and 2,591,275

Additional number(s) attached  Yes  No

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

Name: Bradley S. Fuson, Esq.

Internal Address: Krieg DeVault LLP

Street Address: One Indiana Square  
Suite 2800

City: Indianapolis State: IN Zip: 46204-2079

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 3.41).....\$ 65.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

N/A

FINANCE SECTION  
APR 27 11:10  
RECORDS

DO NOT USE THIS SPACE

9. Signature.

Bradley S. Fuson

Name of Person Signing

*Bradley S. Fuson*  
Signature

April 24, 2003

Date

9

4/29/2003 DBYRNE 00000164 2004440

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

01 FC: 0521  
02 FC: 0522

40.00 MP  
25.00 CP

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

TRADEMARK  
REEL: 002721 FRAME: 0326

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") is made as of April 3, 2003, between ARTISTIC MEDIA PARTNERS, INC., an Indiana corporation (the "Borrower") and NATIONAL CITY BANK OF INDIANA, a national banking association (the "Lender").

### WITNESSETH:

WHEREAS, the Borrower and the Lender are parties to that certain Credit Agreement of even date herewith (as the same may hereafter be modified, amended, restated or supplemented from time to time, the "Loan Agreement"), pursuant to which the Lender has agreed to extend credit to the Borrower from time to time and the Borrower has granted a security interest in all of its assets to the Lender; and

WHEREAS, the Lender has required the Borrower to execute and deliver this Agreement (i) in order to secure the prompt and complete payment, observance and performance of all of the Obligations (as defined in the Loan Agreement), and (ii) as a condition precedent to any extension of credit under the Loan Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Borrower agrees as follows:

1. Defined Terms.

(a) Unless otherwise defined herein, each capitalized term used herein that is defined in the Loan Agreement shall have the meaning specified for such term in the Loan Agreement.

(b) The words "hereof," "herein" and "hereunder" and words of like import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and paragraph references are to this Agreement unless otherwise specified.

(c) All terms defined in this Agreement in the singular shall have comparable meanings when used in the plural, and vice versa, unless otherwise specified.

2. Incorporation of Premises. The premises set forth above are incorporated into this Agreement by this reference thereto and are made a part hereof.

3. Incorporation of the Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto.

**TRADEMARK**

**REEL: 002721 FRAME: 0327**

4. Security Interest in Trademarks. To secure the complete and timely payment, performance and satisfaction of all of the Obligations, the Borrower hereby grants to the Lender a security interest in, as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale to the extent permitted by applicable law, all of the Borrower's now owned or existing and hereafter acquired or arising: (i) trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including, without limitation, the trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications listed on Schedule 1 attached hereto and made a part hereof, and (a) all renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (c) the right to sue for past, present and future infringements and dilutions thereof, (d) the goodwill of the Borrower's business symbolized by the foregoing and connected therewith, and (e) all of the Borrower's rights corresponding thereto throughout the world (all of the foregoing trademarks, trade names, registered trademarks and trademark applications, service marks, registered service marks and service mark applications, together with the items described in clauses (a)-(e) in this paragraph 4(i), are sometimes hereinafter individually and/or collectively referred to as the "Trademarks"); (ii) the goodwill of the Borrower's business connected with and symbolized by the Trademarks; and (iii) all proceeds of any and all of the Trademarks (including license royalties, rights to payment, accounts receivable and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance (whether or not the Lender is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the Trademarks.

5. Restrictions on Future Agreements. The Borrower will not, without the Lender's prior written consent, enter into any agreement, including, without limitation, any license agreement, which is inconsistent with this Agreement, and the Borrower further agrees that it will not take any action, and will use its best efforts not to permit any action to be taken by others subject to its control, including, without limitation, licensees, or fail to take any action, which would in any material respect affect the validity or enforcement of the rights transferred to the Lender under this Agreement or the rights associated with the Trademarks.

6. New Trademarks. The Borrower represents and warrants that, from and after the date hereof, (a) the Trademarks listed on Schedule 1 include all of the trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications now owned or held by the Borrower, and (b) no Liens, claims or security interests in such Trademarks have been granted by the Borrower to any Person other than the Lender and except as disclosed in the Loan Agreement. If, prior to the termination of this Agreement, the Borrower shall (i) obtain rights to any new trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks or service mark applications, or (ii)

become entitled to the benefit of any trademarks, trade names, registered trademarks, trademark applications, trademark licenses, trademark license renewals, service marks, registered service marks, service mark applications, service mark licenses or service mark license renewals or license agreements whether as licensee or licensor, the provisions of paragraph 4 above shall automatically apply thereto (to the extent permitted by licensors under agreements in connection with the granting of such licenses). The Borrower shall give to the Lender written notice of events described in clauses (i) and (ii) of the preceding sentence promptly after the occurrence thereof. The Borrower hereby authorizes the Lender to modify this Agreement unilaterally (i) by amending Schedule 1 to include any future trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, which are Trademarks under paragraph 4 above or under this paragraph 6, and (ii) by filing, in addition to and not in substitution for this Agreement, a duplicate original of this Agreement containing on Schedule 1 thereto, as the case may be, such future trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications.

7. Royalties. The Borrower hereby agrees that the use by the Lender of the Trademarks as authorized hereunder in connection with the Lender's exercise of its rights and remedies under paragraph 15 or pursuant to any Loan Document shall be coextensive with the Borrower's rights thereunder and with respect thereto and without any liability for royalties or other related charges from the Lender to the Borrower.

8. Right to Inspect; Further Assignments and Security Interest. The Lender may from time to time hereafter have access to, examine, audit, make copies (at the Borrower's expense) and extracts from and inspect the Borrower's premises and examine the Borrower's books, records and operations relating to the Trademarks. The Borrower agrees not to sell or assign its respective interests in, or grant any license under, the Trademarks without the prior and express written consent of the Lender.

9. Nature and Continuation of the Lender's Security Interest; Termination of the Lender's Security Interest. This Agreement is made for collateral security purposes only. This Agreement shall create a continuing security interest in the Trademarks and shall terminate only when the Obligations have been paid in full and the Loan Agreement has been terminated. When this Agreement has terminated, the Lender shall promptly execute and deliver to the Borrower, at the Borrower's expense, all termination statements and other instruments as may be necessary or proper to terminate the Lender's security interest in the Trademarks, subject to any disposition thereof which may have been made by the Lender pursuant to this Agreement.

10. Duties of the Borrower. The Borrower shall have the duty, to the extent desirable in the normal conduct of the Borrower's business, to prosecute diligently any trademark application or service mark application that is part of the Trademarks pending as of the date hereof or hereafter until the termination of this Agreement. The Borrower further agrees (i) not to abandon any Trademark without the prior written consent of the Lender, and (ii) to use its best efforts to maintain in full force and effect the Trademarks

that are or shall be necessary or economically desirable in the operation of the Borrower's business. Any expenses incurred in connection with the foregoing shall be borne by the Borrower. The Lender shall not have any duty with respect to the Trademarks. Without limiting the generality of the foregoing, the Lender shall not be under any obligation to take any steps necessary to preserve rights in the Trademarks against any other parties, but the Lender may do so at its option from and after the occurrence of a Default, and all expenses incurred in connection therewith shall be for the sole account of the Borrower and shall be added to the Obligations secured hereby.

11. The Lender's Right to Sue. From and after the occurrence of a Default, the Lender shall have the right, but shall not be obligated, to bring suit in its own name to enforce the Trademarks and, if the Lender shall commence any such suit, the Borrower shall, at the request of the Lender, do any and all lawful acts and execute any and all proper documents reasonably required by the Lender in aid of such enforcement. The Borrower shall, upon demand, promptly reimburse the Lender for all costs and expenses incurred by the Lender in the exercise of its rights under this paragraph 11 (including, without limitation, fees and expenses of attorneys and paralegals for the Lender).

12. Waivers. The Lender's failure, at any time or times hereafter, to require strict performance by the Borrower of any provision of this Agreement shall not waive, affect or diminish any right of the Lender thereafter to demand strict compliance and performance therewith nor shall any course of dealing between the Borrower and the Lender have such effect. No single or partial exercise of any right hereunder shall preclude any other or further exercise thereof or the exercise of any other right. None of the undertakings, agreements, warranties, covenants and representations of the Borrower contained in this Agreement shall be deemed to have been suspended or waived by the Lender unless such suspension or waiver is in writing signed by an officer of the Lender and directed to the Borrower specifying such suspension or waiver.

13. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but the provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part hereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

14. Modification. This Agreement cannot be altered, amended or modified in any way, except as specifically provided in paragraph 6 hereof or by a writing signed by the parties hereto.

15. Power of Attorney; Cumulative Remedies. (a) The Borrower hereby irrevocably designates, constitutes and appoints the Lender (and all officers and agents of the Lender designated by the Lender in its sole and absolute discretion) as the Borrower's

true and lawful attorney-in-fact, and authorizes the Lender and any of the Lender's designees, in the Borrower's or the Lender's name, upon the occurrence and during the continuation of a Default to take any action and execute any instrument necessary or reasonably advisable to accomplish the purposes of this Agreement, including, without limitation, to (i) endorse the Borrower's name on all applications, documents, papers and instruments necessary or reasonably desirable for the Lender in the use of the Trademarks, (ii) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone, (iii) grant or issue any exclusive or nonexclusive license under the Trademarks to anyone, and (iv) take any other actions with respect to the Trademarks as the Lender reasonably deems in its best interest for the payment of the Obligations. The Borrower hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until this Agreement is terminated. The Borrower acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of the Lender under the Loan Agreement or any other Loan Document, but rather is intended to facilitate the exercise of such rights and remedies.

(b) The Lender shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks may be located or deemed located. Upon the occurrence of a Default and the election by the Lender to exercise any of its remedies under Section 9-504 or Section 9-505 of the Uniform Commercial Code with respect to the Trademarks, the Borrower agrees to assign, convey and otherwise transfer title in and to the Trademarks to the Lender or any transferee of the Lender and to execute and deliver to the Lender or any such transferee all such agreements, documents and instruments as may be necessary, in the Lender's sole discretion, to effect such assignment, conveyance and transfer. All of the Lender's rights and remedies with respect to the Trademarks, whether established hereby, by the Loan Agreement or by any other agreements or by law, shall be cumulative and may be exercised separately or concurrently. Notwithstanding anything set forth herein to the contrary, it is hereby expressly agreed that upon the occurrence of a Default, the Lender may exercise any of the rights and remedies provided in this Agreement, the Loan Agreement or any of the other Loan Documents. The Borrower agrees that any notification of intended disposition of any of the Trademarks required by law shall be deemed reasonably and properly given if given at least five (5) days, if such notice is given by facsimile or eight (8) days, if such notice is given by mail, before such disposition; provided, however, that the Lender may give any shorter notice that is commercially reasonable under the circumstances.

16. Successors and Assigns. This Agreement shall be binding upon the Borrower and its successors and assigns, and shall inure to the benefit of each of the Lender and its nominees, successors and assigns. The Borrower's successors and assigns

shall include, without limitation, a receiver or a trustee of the Borrower; provided, however, that the Borrower shall not voluntarily assign or transfer its rights or obligations hereunder without the Lender's prior written consent.

17. Governing Law. This Agreement shall be construed and enforced and the rights and duties of the parties shall be governed by in all respects in accordance with the laws and decisions of the State of Indiana without reference to the conflicts or choice of law principles thereof.

18. Notices. All notices or other communications hereunder shall be given in the manner and to the addresses set forth in the Loan Agreement.

19. Paragraph Titles. The paragraph titles herein are for convenience of reference only, and shall not affect in any way the interpretation of any of the provisions hereof.

20. Execution in Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of a counterpart hereof via facsimile transmission shall be effective as delivery of a manually executed counterpart hereof.

21. Merger. This Agreement, together with the other Loan Documents, represents the final agreement of the Borrower and the Lender with respect to the matters contained herein and may not be contradicted by evidence of prior or contemporaneous agreements, or subsequent oral agreements, between the Borrower and the Lender.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

**ARTISTIC MEDIA PARTNERS, INC.**

By:   
Arthur A. Angotti, Chairman

NATIONAL CITY BANK OF INDIANA

By: Thomas R. Groh  
Thomas R. Groh, Senior Vice President

STATE OF INDIANA        )  
                                  ) SS:  
COUNTY OF MARION     )

Before me, a Notary Public in and for said County and State, personally appeared Arthur A. Angotti, the Chairman of Artistic Media Partners, Inc., an Indiana corporation, who, having been duly sworn, acknowledged the execution of the foregoing instrument for and on behalf of such corporation as such officer and stated that all representations therein contained are true.

WITNESS my hand and Notarial Seal this 3rd day of April, 2003.

Erica J. Eck  
Notary Public

Erica J. Eck  
Notary Public (Printed)

My Commission Expires:  
7/26/07

My County of Residence:  
Marion



# SCHEDULE I

## REGISTERED TRADEMARKS

<u>AMP - Registered Trademark Name</u>	<u>IN / FED</u>	<u>Date of Expiration</u>
1 Athlete of the Week	IN	06/23/12
2 High School Athlete of the Week	IN	06/23/12
3 Monroe County High School Athlete of the Week	IN	06/23/12
4 Big Red Country	IN	12/11/05
5 Big Red Country	FED	10/01/06
6 Big Dog	IN	9/6/2004
7 Double Rock	IN	02/14/12
8 Hit Music Station	IN	10/02/11
9 Lafayette's Classic Rock	IN	06/06/11
10 Live Free for a Year	IN	02/02/08
11 Music for the Millennium	IN	12/14/09
12 Radio for the Millennium	IN	12/12/09
13 Station of the Millennium	IN	12/13/09
14 Radio Hollywood	IN	05/24/06
15 Roof Sit	IN	07/08/11
16 "The At Work Network"	IN	03/05/11
17 the Rocket	IN	11/18/06
18 The Rocket 95.7	IN	11/19/06
19 The Wolf	IN	10/25/08
20 Today's Best Music	IN	08/21/11
21 Today's Hit Music	IN	08/21/11
22 U93 fm Trademark	FED	07/09/12
23 Greatest Love Songs, 102.3 FM	IN	03/05/13
24 WAZY	IN	03/02/09
25 WBWB	IN	03/02/09
26 WGCT	IN	03/02/09
27 WLFF	IN	03/02/09
28 WNDV	IN	03/02/09