

06-12-2003

6-9-03 REC T



OFFICE OF PUBLIC RECORDS

102470908

2003 JUN -9 PM 3:33

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

FINANCE SECTION

1. Name of conveying party(ies):
Toronto Dominion (Texas), Inc.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-Indiana
 Other - Corporation - Delaware

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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other Partial Termination and Release of Trademark Collateral Security and Pledge Agreement

Execution Date: June 5, 2003

2. Name and address of receiving party(ies):
Name: Emmis Television Broadcasting, L.P.
Internal Address:
Street Address:
One Emmis Plaza
40 Monument Circle, Suite 700
Indianapolis, IN 46204

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership - Indiana
 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) 1,520,209

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: John A. Millspaugh
Internal Address: Bose McKinney & Evans LLP
Street Address: 2700 First Indiana Plaza
135 North Pennsylvania Street
Indianapolis, Indiana 46204

6. Total number of applications and registrations involved: _____
7. Total fee (37 CFR 3.41):.....\$40.00
 Enclosed
 Authorized to be charged to deposit account
8. Deposit account number: 02-3223. Commissioner authorized to charge any defect in fees, or credit overpayment to said deposit account.
(Attach duplicate copy of this page if paying by deposit account)

06/11/2003 00000025 1520209 40.00 00

DO NOT USE THIS SPACE

9. State 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.

John A. Millspaugh
Name of Person Signing

John A. Millspaugh
Signature

6/5/03
Date

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

PARTIAL TERMINATION AND RELEASE
OF
TRADEMARK COLLATERAL SECURITY AND PLEDGE AGREEMENT

EMMIS TELEVISION BROADCASTING, L.P.

PARTIAL TERMINATION AND RELEASE OF TRADEMARK COLLATERAL SECURITY AND PLEDGE AGREEMENT, dated as of June 5, 2003, between **EMMIS TELEVISION BROADCASTING, L.P.**, an Indiana limited partnership (the "Assignor") and **TORONTO DOMINION (TEXAS), INC.**, as administrative agent, (herein, such capacity, the "Administrative Agent") under the Trademark Agreement^{1/} (as defined below).

WHEREAS, the Assignor and the Administrative Agent entered into the Fifth Amended and Restated Subsidiary Trademark Collateral Security and Pledge Agreement, dated as of June 22, 2001 (as amended and in effect from time to time, the "Trademark Agreement"), which Trademark Agreement was recorded August 1, 2001 with the United States Patent and Trademark Office at Reel 2337, Frame 0416 for the purpose of securing payment and performance of the Assignor's and certain other parties' obligations under the Credit Agreement; and

WHEREAS, pursuant to the Subsidiary Security Agreement and the Trademark Agreement, the Assignor granted to the Administrative Agent a continuing security interest in and first priority lien on all of the Marks (as defined in the Trademark Agreement and collectively known hereinafter as the "Trademarks"), and pledged, mortgaged, and hypothecated (but did not transfer title to) the Trademarks to the Administrative Agent; and

WHEREAS, the Assignor wishes to transfer all of its right, title and interest in and to certain of the Trademarks which are identified on Exhibit A attached hereto (the "Subject Trademarks") to Shooters Production Services Inc. (the "Assignee") pursuant to the Asset Purchase Agreement dated as of June 5, 2003, between the Assignor and the Assignee; and

^{1/} All capitalized terms used herein and not otherwise defined shall have the meaning ascribed to such terms in the Fourth Amended and Restated Revolving Credit Agreement, dated as of December 29, 2000 among Emmis Communications Corporation ("ECC"), the Lenders, the Administrative Agent, Fleet National Bank, as documentation agent, First Union Bank, as syndication agent, and Credit Suisse First Boston, as co-documentation agent (as amended and in effect from time to time, the "Credit Agreement").


WHEREAS, the Administrative Agent has agreed to terminate and release its security interest and its right, title and interest in the Subject Trademarks identified on Exhibit A attached hereto as herein provided;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Administrative Agent hereby terminates and releases and assigns and transfers to the Assignor, without representation, warranty or recourse, all of the Administrative Agent's right, title and interest in and to solely the Subject Trademarks listed on Exhibit A attached hereto, effective as of the date set forth above.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Except as expressly provided herein, all of the terms and conditions of the Trademark Agreement remain in full force and effect. Nothing contained herein shall be construed as a termination, release, assignment or transfer of any Trademark other than the Subject Trademarks listed on Exhibit A.

TORONTO DOMINION (TEXAS), INC.,
as Administrative Agent

By 
NEVA NESBITT
VICE-PRESIDENT

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF TEXAS

)

HARRIS COUNTY

)

)

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 2nd day of June, 2003 personally appeared Neva Nesbitt to me known personally, and who, being by me duly sworn, deposes and says that [s]he is Vice President of **TORONTO DOMINION (TEXAS), INC.**, and that said instrument was signed and sealed on behalf of said bank by authority of its Board of Directors, and said officer acknowledged said bank by authority of its Board of Directors, and said instrument to be the free act and deed of said bank.



Tonya Collins

Notary Public

My Commission Expires:

EXHIBIT A

Emmis Television Broadcasting, L.P.

Trademarks and Trademark Registrations

	Registrations United States Patent and Trademark Office	
<u>Trademark or Service Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
Mira	1,520,209	1/10/1989

BUSDOCS:1221907.3

RECORDED: 06/09/2003

TRADEMARK
REEL: 002752 FRAME: 0116