

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

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

Tab settings ⇌ ⇌ ⇌ ▼ ▼ ▼ ▼ ▼ ▼

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

1. Name of conveying party(ies):

EMMIS OPERATING COMPANY

- Individual(s)
- General Partnership
- Corporation-State INDIANA
- 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: 5/10/2004

2. Name and address of receiving party(ies)

Name: Bank of America, N.A.

Internal Address: _____

Street Address: 901 Main Street, 14th Floor

City: Dallas State: TX Zip: 75202

- Individual(s) citizenship _____
- 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) _____
See Attached Schedule A

B. Trademark Registration No.(s) _____
See Attached Schedule A

Additional number(s) attached Yes No

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

Name: Stacey Farrell

Internal Address: Bingham McCutchen

Street Address: 150 Federal Street

City: BOSTON State: MA Zip: 02110

6. Total number of applications and registrations involved: _____

116

7. Total fee (37 CFR 3.41).....\$ 4,640.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature.

Stacey Farrell
Name of Person Signing



Signature

May 20, 2004
Date

Total number of pages including cover sheet, attachments, and document: 42

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

OP \$2915.00 76578298

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700085971

TRADEMARK
REEL: 002857 FRAME: 0600

**Recordation Form Cover Sheet
TRADEMARKS**

ITEM 1 (continuing information)

Name of convening party (ies):

**EMMIS DUTCH BROADCASTING CORPORATION
EMMIS INTERNATIONAL BROADCASTING CORPORATION
EMMIS LATIN AMERICA BROADCASTING CORPORATION
EMMIS LICENSE CORPORATION OF NEW YORK
EMMIS LICENSE CORPORATION
EMMIS MEADOWLANDS CORPORATION
EMMIS PUBLISHING CORPORATION
EMMIS RADIO CORPORATION
EMMIS RADIO LICENSE CORPORATION
EMMIS RADIO LICENSE CORPORATION OF NEW YORK
EMMIS SOUTH AMERICA BROADCASTING CORPORATION
EMMIS TELEVISION LICENSE CORPORATION OF TOPEKA
EMMIS TELEVISION LICENSE CORPORATION OF WICHITA
EMMIS TELEVISION LICENSE CORPORATION
LOS ANGELES MAGAZINE HOLDING COMPANY, INC.
MEDIATEX COMMUNICATIONS CORPORATION
SJL OF KANSAS CORP.
TOPEKA TELEVISION CORPORATION
EMMIS INDIANA BROADCASTING, L.P.
EMMIS TELEVISION BROADCASTING, L.P.
EMMIS PUBLISHING, L.P.**

SCHEDULE A**TRADEMARKS AND TRADEMARK REGISTRATIONS****EMMIS RADIO CORPORATION**

Trademark Registrations

Mark	Registration Date	Registration Number
Q101 "THE SOLUTION" (stylized letters)	10/22/85	1,367,063
Q-101 (words only)	8/26/97	2,091,433
CD 101.9 Today's Cool Jazz	1/30/96	1,952,411
Double Your Salary	2/11/03	2,686,200
The Smoothest Place on Earth	5/26/98	2,160,476
WQCD	9/26/95	1,922,477
Smooth Cruise	3/28/00	2,335,536
Head of pig wearing sunglasses earphones and smoking a cigarette (design only)	10/05/82	1,211,859
St. Louis' Best Rock (words only)	12/28/82	1,222,068
Real Rock Radio (words only)	11/12/85	1,370,559
K-SHE-95 (words only)	7/9/85	1,348,574
KPWR (words only)	9/8/87	1,456,860

Power 106 FM (stylized letters)	5/12/87	1,439,522
KTAR 620	8/19/86	1,406,152
The First Name In News	4/1/97	2,049,291
The Mall	9/3/02	2,614,499
HOT 97	8/14/01	2,477,364
The 93.1 WNAP Raft Race ¹	1/12/99	2,217,491
Power of Hip Hop	2/25/03	2,691,140
ULTRACRIB	3/2/04	2,819,736
Hip Hop Symphony	8/27/02	2,611,930
Hip Hop Symphony and design	9/10/02	2,617,030
KTAR 620	8/19/86	1,406,152

Trademark Applications

Mark	Filing Date	Serial Number
THE ROCK	3/1/04	76/578,298
BIG PHAT RIDE	3/25/03	78/229,423
THE ROCK OF ST. LOUIS	3/1/04	76/578,297
ALTERNATRIIP	1/8/04	78/349,281

¹ Owned by Emmis Indiana Radio LP.

EMMIS INDIANA BROADCASTING, L.P.

Trademark Registrations

Mark	Registration Date	Registration Number
Download The Dough	7/2/02	2,587,902
WNOU	2/27/01	2,431,658
WYXB	12/25/01	2,522,356
97.1 WENS	10/24/95	1,929,945
WENS	11/14/95	1,935,348
WIBC	12/1/98	2,207,182
WTHI	11/05/96	2,013,974
Rate A Mate	4/8/03	2,704,100

EMMIS PUBLISHING, L.P.

Trademark Registrations

Mark	Registration Date	Registration Number
Indianapolis Monthly (words only)	9/12/95	1,917,939
Atlanta (words only)	9/13/83	1,251,117
Atlanta (stylized letters)	9/13/83	1,251,118
Atlanta Magazine (words only)	7/31/62	735,488
Atlanta Magazine (words only)	7/29/97	2,083,254
Country Sampler	10/11/88	1,508,087
Country Sampler's Country Business	5/31/94	1,838,419
Cincinnati Magazine	12/15/98	2,211,138
Folkart Treasures	7/29/97	2,083,593
Folkart Treasures Country Marketplace	8/5/97	2,085,682
Country Marketplace	7/22/97	2,081,245
The Country Sampler Store	6/29/99	2,256,764
The Country Sampler Store (image)	7/6/99	2,259,026
Taste of Indianapolis	3/7/00	2,325,902
Texas Monthly	12/23/75	1,027,910

Behind the Lines	11/18/97	2,113,378
Texas Primer	1/18/00	2,310,020
Texas Monthly	6/6/00	2,355,473
Last Page	10/28/97	2,110,143
Texas Tour and Meeting Guide	9/9/97	2,094,074
Texas Bride	6/9/98	2,164,813
Planet Texas Design	2/9/99	2,222,976
Texas Tour Guide	4/13/99	2,239,972
Domain	1/21/86	1,379,148
Los Angeles (Stylized)	10/22/96	2,009,987
Best of LA	4/15/97	2,053,510
The Best of LA	5/10/94	1,835,407
California Weekends	10/24/89	1,562,838
Buzz	3/3/92	1,678,086
LA Style	6/23/87	1,444,072
Los Angeles Direct	12/14/99	2,301,092
The Arbitrator	11/2/99	2,290,745
LA to Z	11/30/99	2,297,159
Street Smart	11/9/99	2,291,770
Los Angeles (Stylized)	8/31/99	2,273,997

LA Magazine	6/29/99	2,257,898
E Emmis Publishing and design	8/18/98	2,182,747
State Secrets	5/29/01	2,455,683
The Civil War CD-ROM	8/4/98	2,178,242
L.A. Style	4/22/97	2,054,150
Texas Monthly Biz	7/10/01	2,468,164
Texas Tour Guide	9/9/03	2,761,950
Texas Traveler	9/9/03	2,761,949
Texas Monthly Dining Guide Dallas Fort Worth	4/20/04	2,834,351
Atlanta Magazine Home	9/16/03	2,764,219
Decorate with Paint	12/10/02	2,658,639
Window & Wall Treatments	7/1/03	2,733,534
Kitchen & Bath Makeovers	2/25/03	2,691,760
Texas Monthly @ Your Service	4/8/03	2,704,776

Trademark Applications

Mark	Filing Date	Serial Number
Teen Atlanta	3/24/04	78/389,712
Cincinnati	2/20/04	78/371,457
E Emmis Books and Design	12/29/03	78/346,111
Texas Monthly How to be Texan	7/17/03	78/275,360
Texas Monthly Talks	6/23/03	78/266,009
The Atlanta Medical Guide	5/22/03	78/253,096
Texas Monthly Shops Houston	10/15/02	78/174,445
Texas Monthly Shops Dallas	10/15/02	78/174,440
Texas Monthly Dining Guide Houston	10/15/02	78/174,432
Buzz	10/14/02	78/174,212
Atlanta At Home	2/5/02	76/367,118
Atlanta Condo Collection	9/19/02	78/165,702
The Ultimate Intown Living Tour	9/25/02	78/167,659
Atlanta Condo Collection The Ultimate Intown Living Tour (design)	9/27/02	78/168,755

EMMIS TELEVISION BROADCASTING, L.P.

Trademark Registrations

Mark	Registration Date	Registration Number
Hawaiian Moving Company	9/4/84	1,293,388
KHON-TV	1/19/88	1,473,537
WFTX-TV	11/05/96	2,013,973
Clear, Accurate and To The Point	10/1/02	2,629,458

SJL OF KANSAS CORP.

Trademark Registrations

Mark	Registration Date	Registration Number
KSN	5/15/84	1,278,336

EMMIS OPERATING COMPANY

Trademark Applications

Mark	Filing Date	Serial Number
Great Media, Great People, Great Service	2/14/03	78/215,073

Trademark Registrations

Mark	Registration Date	Registration Number
E Emmis Broadcasting (words & design)	8/18/98	2,182,748
E Emmis Communications (words & design)	6/8/99	2,251,655
E Emmis Communications and Design	8/18/98	2,182,747
Job City USA	8/1/00	2,373,975
Co-op Consultant	12/22/87	1,469,677
Co-Opportunities	4/14/81	1,151,008
Jobcity	2/20/01	2,430,418
Marketpro	3/16/99	2,231,493
Scratch 'n Surf	3/26/02	2,552,119
Scratch N' Surf design	6/11/02	2,577,609
Great Media, Great People, Great Service	3/23/04	2,826,411
Power of Emmis	9/9/03	2,762,904

**TRADEMARK COLLATERAL
SECURITY AND PLEDGE AGREEMENT**

This **TRADEMARK COLLATERAL SECURITY AND PLEDGE AGREEMENT**, dated as of May 10, 2004, by and among **EMMIS OPERATING COMPANY**, an Indiana corporation (the "Company"), each of the subsidiaries of the Company identified on the signature pages attached hereto (collectively, the "Subsidiary Grantors", and each individually, a "Subsidiary Grantor") (the Company and the Subsidiary Grantors hereinafter collectively referred to as, the "Grantors", and each individually, an "Grantor") and **BANK OF AMERICA, N.A.**, as Administrative Agent (in such capacity, the "Administrative Agent") for itself and the other lending institutions (collectively, the "Lenders") which are or may become parties to that certain Revolving Credit and Term Loan Agreement, dated as of the date hereof (as amended, supplemented, and restated or otherwise modified and in effect from time to time, the "Credit Agreement"), by and among the Company, Emmis Communications Corporation, an Indiana corporation (the "Parent"), the Lenders, the Administrative Agent, Goldman Sachs Credit Partners L.P., as syndication agent, and Wachovia Bank, N.A., Deutsche Bank Securities Inc. and Credit Suisse First Boston, acting through its Cayman Islands Branch, as co-documentation agents.

WHEREAS, it is a condition precedent to the Lenders' making any loans or otherwise extending credit to the Company under the Credit Agreement that Grantors execute and deliver to the Administrative Agent, for the benefit of the Lenders and the Administrative Agent, a trademark agreement in substantially the form hereof;

WHEREAS, the Parent and each of the Subsidiary Grantors has entered into that certain Guaranty, dated as of even date herewith (as amended, supplemented, and restated or otherwise modified and in effect from time to time, the "Guaranty") in favor of the Lenders and the Administrative Agent, pursuant to which the Parent and each Subsidiary Grantor has guaranteed all of the Obligations (as defined in the Guaranty);

WHEREAS, the Grantors have executed and delivered to the Administrative Agent, for the benefit of the Lenders and the Administrative Agent, the Security Agreement, dated as of the date hereof (as amended and in effect from time to time, (the "Security Agreement"), pursuant to which each Grantor has granted to the Administrative Agent, for the benefit of the Lenders and the Administrative Agent, a security interest in certain of such Grantor's personal property and fixture assets, including without limitation, the trademarks, service marks, trademark and service mark registrations, and trademark and service mark registration applications listed on Schedule A attached hereto, all to secure the payment and performance of the Obligations (as defined in the Credit Agreement);

WHEREAS, this Trademark Agreement is supplemental to the provisions contained in the Security Agreement; and

NOW, THEREFORE, in consideration of the premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. DEFINITIONS.

Capitalized terms used herein and not otherwise defined herein shall have the respective meanings provided therefor in the Credit Agreement and the Security Agreement. In addition, the following terms shall have the meanings set forth in this §1 or elsewhere in this Trademark Agreement referred to below:

Assignment of Marks. See §2.1.

Associated Goodwill. All goodwill of each of the Grantors and its business, products and services appurtenant to, associated with or symbolized by the Trademarks and the use thereof.

Pledged Trademarks. All of each Grantor's right, title and interest in and to all of the Trademarks, the Trademark Registrations, the Trademark License Rights, the Trademark Rights, the Associated Goodwill, the Related Assets, and all accessions to, substitutions for, replacements of, and all products and proceeds of any and all of the foregoing.

PTO. The United States Patent and Trademark Office.

Related Assets. All assets, rights and interests of the Grantors that uniquely reflect or embody the Associated Goodwill, including the following:

(a) all patents, inventions, copyrights, trade secrets, confidential information, formulae, methods or processes, compounds, recipes, know-how, methods and operating systems, drawings, descriptions, formulations, manufacturing and production and delivery procedures, quality control procedures, product and service specifications, catalogs, price lists, and advertising materials, relating to the manufacture, production, delivery, provision and sale of goods or services under or in association with any of the Trademarks; and

(b) the following documents and things in the possession or under the control of the Grantors, or subject to their demand for possession or control, related to the production, delivery, provision and sale by the Grantors, or any affiliate, franchisee, licensee or contractor, of products or services sold by or under the authority of the Grantors in connection with the Trademarks or Trademark Rights, whether prior to, on or subsequent to the date hereof:

(i) all lists, contracts, ancillary documents and other information that identify, describe or provide information with respect to any customers, dealers or distributors of the Grantors, their affiliates or franchisees or licensees or contractors, for products or services sold under or in connection with the Trademarks or Trademark Rights, including all lists and documents containing information regarding each customer's, dealer's or distributor's name and address, credit, payment, discount, delivery and other sale terms, and history, pattern and total of purchases by brand, product, style, size and quantity;

(ii) subject to any prohibition on assignment, sublicense or encumbrance contained in any such agreement (but solely to the extent such prohibition is enforceable under applicable law), all agreements (including

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franchise agreements), product and service specification documents and operating, production and quality control manuals relating to or used in the design, manufacture, production, delivery, provision and sale of products or services under or in connection with the Trademarks or Trademark Rights;

(iii) subject to any prohibition on assignment, sublicense or encumbrance contained in any such agreement (but solely to the extent such prohibition is enforceable under applicable law), all documents and agreements relating to the identity and locations of all sources of supply, all terms of purchase and delivery, for all materials, components, raw materials and other supplies and services used in the manufacture, production, provision, delivery and sale of products or services under or in connection with the Trademarks or Trademark Rights; and

(iv) subject to any prohibition on assignment, sublicense or encumbrance contained in any such agreement (but solely to the extent such prohibition is enforceable under applicable law), all agreements and documents constituting or concerning the present or future, current or proposed advertising and promotion by the Grantors (or any of their affiliates, franchisees, licensees or contractors) of products or services sold under or in connection with the Trademarks or Trademark Rights.

Trademark Agreement. This Trademark Collateral Security and Pledge Agreement, as amended, supplemented, restated or otherwise modified from time to time.

Trademark License Rights. Any and all past, present or future rights and interests of the Grantors pursuant to any and all past, present and future franchising or licensing agreements in favor of the Grantors, or to which any Grantor is a party, pertaining to any Trademarks, Trademark Registrations, or Trademark Rights owned or used by third parties in the past, present or future, subject to any prohibition on assignment, sublicense or encumbrance contained in any such franchising or licensing agreement (but solely to the extent such prohibition is enforceable under applicable law), including the right (but not the obligation) in the name of any Grantor or the Administrative Agent to enforce, and sue and recover for, any breach or violation of any such agreement to which any Grantor is a party.

Trademark Registrations. All past, present or future federal, state, local and foreign registrations of the Trademarks, all past, present and future applications for any such registrations (and any such registrations thereof upon approval of such applications), together with the right (but not the obligation) to apply for such registrations (and prosecute such applications) in the name of any Grantor or the Administrative Agent, and to take any and all actions necessary or appropriate to maintain such registrations in effect and renew and extend such registrations.

Trademark Rights. Any and all past, present or future rights in, to and associated with the Trademarks throughout the world, whether arising under federal law, state law, common law, foreign law or otherwise, including the following: all such rights arising out of or associated with the Trademark Registrations; the right (but not the obligation) to register claims under any state, federal or foreign trademark law or regulation; the right (but not the obligation) to sue or bring opposition or cancellation proceedings in the name of any Grantor or the Administrative Agent for any and all past, present and future infringements or dilution of or any other damages or injury

to the Trademarks, the Trademark Rights, or the Associated Goodwill, and the rights to damages or profits due or accrued arising out of or in connection with any such past, present or future infringement, dilution, damage or injury; and the Trademark License Rights.

Trademarks. All of the trademarks, service marks, designs, logos, indicia, trade names, corporate names, company names, business names, fictitious business names, trade styles, elements of package or trade dress, and other source and product or service identifiers, used or associated with or appurtenant to the products, services and businesses of the Grantors, that (i) are set forth on Schedule A hereto, or (ii) have been adopted, acquired, owned, held or used by any Grantor or are now owned, held or used by any Grantor, in the Grantor's business, or with the Grantor's products and services, or in which any Grantor has any right, title or interest, or (iii) are in the future adopted, acquired, owned, held and used by any Grantor in such Grantor's business or with such Grantor's products and services, or in which any Grantor in the future acquires any right, title or interest.

Use. With respect to any Trademark, all uses of such Trademark by, for or in connection with the Grantors or their businesses or for the direct or indirect benefit of the Grantors or their businesses, including all such uses by the Grantors themselves, by any of the affiliates of the Grantors, or by any franchisee, licensee or contractor of the Grantors.

Unless otherwise provided herein, the rules of interpretation set forth in §1.2 of the Credit Agreement shall be applicable to this Trademark Agreement.

2. GRANT OF SECURITY INTEREST.

2.1. Security Interest; Assignment of Marks. As collateral security for the payment and performance in full of all of the Obligations, each Grantor hereby unconditionally grants to the Administrative Agent, for the benefit of the Lenders and the Administrative Agent, a continuing security interest in and first priority lien on the Pledged Trademarks, and pledges and mortgages (but does not transfer title to) the Pledged Trademarks to the Administrative Agent for the benefit of the Lenders and the Administrative Agent. In addition, each Grantor has executed in blank and delivered to the Administrative Agent an assignment of federally registered trademarks in substantially the form of Exhibit 1 hereto (the "Assignment of Marks"). The Grantors hereby authorize the Administrative Agent to complete as assignee and record with the PTO the Assignment of Marks upon the occurrence and during the continuance of an Event of Default and the proper exercise of the Administrative Agent's remedies under this Trademark Agreement and the Security Agreement. Notwithstanding the foregoing, such grant of a security interest shall not extend to and the term "Pledged Trademarks" shall not include any Excluded Assets.

2.2. Conditional Assignment. In addition to, and not by way of limitation of, the grant, pledge and mortgage of the Pledged Trademarks provided in §2.1, each Grantor grants, assigns, transfers, conveys and sets over to the Administrative Agent, for the benefit of the Lenders and the Administrative Agent, such Grantor's entire right, title and interest in and to the Pledged Trademarks; provided that such grant, assignment, transfer and conveyance shall be and become of force and effect only (i) upon or after the occurrence and during the continuance of an Event of Default and (ii) either (A) upon the written demand of the Administrative Agent at any time during such continuance or (B) immediately and automatically (without notice or action of any kind by the Administrative Agent) upon an Event of Default for which acceleration of the

Loans is automatic under the Credit Agreement or upon the sale or other disposition of or foreclosure upon the Collateral pursuant to the Security Agreement and applicable law (including the transfer or other disposition of the Collateral by the Grantors to the Administrative Agent or its nominee in lieu of foreclosure).

2.3. Supplemental to Security Agreement. Pursuant to the Security Agreement each Grantor has granted to the Administrative Agent, for the benefit of the Lenders and the Administrative Agent, a continuing security interest in and lien on the Collateral (including the Pledged Trademarks). The Security Agreement, and all rights and interests of the Administrative Agent in and to the Collateral (including the Pledged Trademarks) thereunder, are hereby ratified and confirmed in all respects. In no event shall this Trademark Agreement, the grant, assignment, transfer and conveyance of the Pledged Trademarks hereunder, or the recordation of this Trademark Agreement (or any document hereunder) with the PTO, adversely affect or impair, in any way or to any extent, the Security Agreement, the security interest of the Administrative Agent in the Collateral (including the Pledged Trademarks) pursuant to the Security Agreement and this Trademark Agreement, the attachment and perfection of such security interest under the Uniform Commercial Code (including the security interest in the Pledged Marks), or any present or future rights and interests of the Administrative Agent in and to the Collateral under or in connection with the Security Agreement, this Trademark Agreement or the Uniform Commercial Code. Any and all rights and interests of the Administrative Agent in and to the Pledged Trademarks (and any and all obligations of any Grantor with respect to the Pledged Trademarks) provided herein, or arising hereunder or in connection herewith, shall only supplement and be cumulative and in addition to the rights and interests of the Administrative Agent (and the obligations of any Grantor) in, to or with respect to the Collateral (including the Pledged Trademarks) provided in or arising under or in connection with the Security Agreement and shall not be in derogation thereof.

3. REPRESENTATIONS, WARRANTIES AND COVENANTS.

Each Grantor represents, warrants and covenants that: (i) Schedule A sets forth a true and complete list of (x) all Trademark Registrations filed with the PTO now owned by the Grantors and (y) all material franchising and licensing agreements in respect of Trademark License Rights of the Grantors; (ii) to such Grantor's knowledge, the Trademarks and Trademark Registrations are subsisting and have not been adjudged invalid or unenforceable, in whole or in part, and there is no litigation or proceeding pending concerning the validity or enforceability of the Trademarks or Trademark Registrations; (iii) to the best of such Grantor's knowledge, each of the Trademarks and Trademark Registrations is valid and enforceable; (iv) to the best of such Grantor's knowledge, there is no infringement by others of any material Trademarks, Trademark Registrations or Trademark Rights; (v) there are no actions, suits, proceedings or investigations of any kind pending or threatened that the use of any of the Trademarks does or may violate the rights of any third person, and to the best of such Grantor's knowledge, there is no infringement by the Grantors of the trademark rights of others; (vi) the Grantors are the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks (other than ownership and other rights reserved by third party owners with respect to Trademarks that any Grantor is licensed to use), free and clear of any liens, charges, encumbrances and adverse claims, including pledges, assignments and, except as disclosed on Schedule A, licenses and covenants by the Grantors not to sue third persons, other than the security interest and assignment created by the Security Agreement and this Trademark Agreement; (vii) each Grantor has the unqualified right to enter into this Trademark Agreement and to perform its terms and has

entered and will use its commercially reasonable efforts to enter into written agreements with each of its present and future licensors and licensees that will enable them to comply with the covenants herein contained; (viii) each Grantor has used, and will continue to use, proper statutory and other appropriate proprietary notices in connection with its use of its material Trademarks; (ix) each Grantor has used, and will continue to use for the duration of this Trademark Agreement, consistent standards of quality in its manufacture and provision of products and services sold or provided under its material Trademarks; (x) this Trademark Agreement, together with the Security Agreement, will create in favor of the Administrative Agent a valid and perfected first priority security interest in the Pledged Trademarks upon making the filings referred to in clause (xi) of this §3; and (xi) except for the filing of financing statements under the Uniform Commercial Code and the recording of this Trademark Agreement with the PTO, no authorization, approval or other action by, and no notice to or filing with, any governmental or regulatory authority, agency or office is required either (A) for the grant by the Grantors or the effectiveness of the security interest and assignment granted hereby or for the execution, delivery and performance of this Trademark Agreement by the Grantors, or (B) for the perfection of or the exercise by the Administrative Agent of any of its rights and remedies hereunder.

4. NO TRANSFER OR INCONSISTENT AGREEMENTS.

Without the Administrative Agent's prior written consent and except as otherwise expressly permitted under the terms of the Credit Agreement, the Grantors will not (i) mortgage, pledge, assign, encumber, grant a security interest in, transfer, license or alienate any of the Pledged Trademarks, or (ii) enter into any agreement (for example, a license agreement) that is inconsistent with the Grantors' obligations under this Trademark Agreement or the Security Agreement, provided that the Grantor may, in the ordinary course of its business and consistent with past business practices, enter into non-exclusive licenses for use by a third party of any of its Trademarks.

5. AFTER-ACQUIRED TRADEMARKS, ETC.

5.1. After-acquired Trademarks. If, before the Obligations shall have been finally paid and satisfied in full, any Grantor shall obtain any right, title or interest in or to any other or new Trademarks, Trademark Registrations or Trademark Rights, the provisions of this Trademark Agreement shall automatically apply thereto and such Grantor shall promptly provide to the Administrative Agent notice in writing of any Trademark Registrations filed with the PTO and execute and deliver to the Administrative Agent such documents or instruments as the Administrative Agent may reasonably request further to implement, preserve or evidence the Administrative Agent's interest therein, except to the extent such Pledged Trademarks consist of Excluded Assets.

5.2. Amendment to Schedule. Each Grantor authorizes the Administrative Agent to modify this Trademark Agreement and the Assignment of Marks, without the necessity of any Grantor's further approval or signature, by amending Schedule A hereto and the Annex to the Assignment of Marks to include any future or other Trademark Registrations filed with the PTO under §2 or §5.

6. TRADEMARK PROSECUTION.

6.1. Grantors Responsible. The Grantors shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with the Pledged Trademarks, and shall hold each of the Administrative Agent and the Lenders harmless from any and all costs, damages, liabilities and expenses that may be incurred by the Administrative Agent or any Lender in connection with the Administrative Agent's interest in the Pledged Trademarks or any other action or failure to act in connection with this Trademark Agreement or the transactions contemplated hereby. In respect of such responsibility, the Grantors shall retain trademark counsel acceptable to the Administrative Agent.

6.2. Grantors' Duties, etc. The Grantors shall have the right and the duty, through trademark counsel acceptable to the Administrative Agent, to prosecute diligently any trademark registration applications of the material Trademarks pending as of the date of this Trademark Agreement or thereafter, to preserve and maintain all rights in the material Trademarks and material Trademark Registrations, including the filing of appropriate renewal applications and other instruments to maintain in effect the material Trademark Registrations and the payment when due of all registration renewal fees and other fees, taxes and other expenses that shall be incurred or that shall accrue with respect to any of the material Trademarks or material Trademark Registrations. Any expenses incurred in connection with such applications and actions shall be borne by the Grantors. The Grantors shall not abandon any filed trademark registration application in respect of any material Trademark, or any material Trademark Registration or material Trademark without the consent of the Administrative Agent, which consent shall not be unreasonably withheld.

6.3. Grantors' Enforcement Rights. Each Grantor shall have the right and the duty to bring suit or other action in such Grantor's own name to maintain and enforce the Trademarks, the Trademark Registrations and the Trademark Rights. The Grantors may require the Administrative Agent to join in such suit or action as necessary to assure the Grantors' ability to bring and maintain any such suit or action in any proper forum if (but only if) the Administrative Agent is completely satisfied that such joinder will not subject the Administrative Agent or any Lender to any risk of liability. The Grantors shall promptly, upon demand, reimburse and indemnify the Administrative Agent for all damages, costs and expenses, including legal fees, incurred by the Administrative Agent pursuant to this §6.3.

6.4. Protection of Trademarks, etc. In general, the Grantors shall take any and all such actions (including institution and maintenance of suits, proceedings or actions) as may be necessary or appropriate to properly maintain, protect, preserve, care for and enforce the material Pledged Trademarks. The Grantors shall not take or fail to take any action, nor permit any action to be taken or not taken by others under its control, that would adversely affect the validity, status or enforcement of the material Pledged Trademarks.

6.5. Notification by Grantors. Promptly upon obtaining knowledge thereof, the Grantors will notify the Administrative Agent in writing of the institution of, or any final adverse determination in, any proceeding in the PTO or any similar office or agency of the United States or any foreign country, or any court, regarding the validity of any of the Trademarks or Trademark Registrations or the Grantors' rights, title or interests in and to the Pledged Trademarks, and of any event that does or reasonably could materially adversely affect the value

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of any of the Pledged Trademarks, the ability of the Grantors or the Administrative Agent to dispose of any of the Pledged Trademarks or the rights and remedies of the Administrative Agent in relation thereto (including but not limited to the levy of any legal process against any of the Pledged Trademarks).

7. REMEDIES.

Upon the occurrence and during the continuance of an Event of Default, the Administrative Agent shall have, in addition to all other rights and remedies given it by this Trademark Agreement (including, without limitation, those set forth in §2.2), the Credit Agreement, the Security Agreement and the other Loan Documents, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code, and, without limiting the generality of the foregoing, the Administrative Agent may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to the Grantors, all of which are hereby expressly waived, sell or license at public or private sale or otherwise realize upon the whole or from time to time any part of the Pledged Trademarks, or any interest that the Grantors may have therein, and after deducting from the proceeds of sale or other disposition of the Pledged Trademarks all expenses incurred by the Administrative Agent in attempting to enforce this Trademark Agreement (including all reasonable expenses for broker's fees and legal services), shall apply the residue of such proceeds toward the payment of the Obligations as set forth in or by reference in the Security Agreement. Notice of any sale, license or other disposition of the Pledged Trademarks shall be given to the Grantors at least five (5) Business Days before the time that any intended public sale or other public disposition of the Pledged Trademarks is to be made or after which any private sale or other private disposition of the Pledged Trademarks may be made, which the Grantors hereby agree shall be reasonable notice of such public or private sale or other disposition. At any such sale or other disposition, the Administrative Agent or any Lender may, to the extent permitted under applicable law, purchase or license the whole or any part of the Pledged Trademarks or interests therein sold, licensed or otherwise disposed of.

8. COLLATERAL PROTECTION.

If the Grantors shall fail to do any act that they have covenanted to do hereunder, or if any representation or warranty of the Grantors shall be breached, the Administrative Agent, in its own name or that of the Grantors (in the sole discretion of the Administrative Agent), may (but shall not be obligated to) do such act or remedy such breach (or cause such act to be done or such breach to be remedied), and the Grantors agree promptly to reimburse the Administrative Agent for any cost or expense incurred by the Administrative Agent in so doing.

9. POWER OF ATTORNEY.

If any Event of Default shall have occurred and be continuing, the Grantors do hereby make, constitute and appoint the Administrative Agent (and any officer or agent of the Administrative Agent as the Administrative Agent may select in its exclusive discretion) as the Grantors' true and lawful attorney-in-fact, with full power of substitution and with the power to endorse the Grantors' names on all applications, documents, papers and instruments necessary for the Administrative Agent to use the Pledged Trademarks, or to grant or issue any exclusive or nonexclusive license of any of the Pledged Trademarks to any third person, or to take any and all actions necessary for the Administrative Agent to assign, pledge, convey or otherwise transfer

title in or dispose of any of the Pledged Trademarks or any interest of the Grantors therein to any third person, and, in general, to execute and deliver any instruments or documents and do all other acts that the Grantors are obligated to execute and do hereunder. The Grantors hereby ratify all that such attorney shall lawfully do or cause to be done by virtue hereof and release each of the Administrative Agent and the Lenders from any claims, liabilities, causes of action or demands arising out of or in connection with any action taken or omitted to be taken by the Administrative Agent under this power of attorney (except for the Administrative Agent's gross negligence or willful misconduct). This power of attorney is coupled with an interest and shall be irrevocable for the duration of this Trademark Agreement.

10. FURTHER ASSURANCES.

The Grantors shall, at any time and from time to time, and at their expense, make, execute, acknowledge and deliver, and file and record as necessary or appropriate with governmental or regulatory authorities, agencies or offices, such agreements, assignments, documents and instruments, and do such other and further acts and things (including, without limitation, obtaining consents of third parties), as the Administrative Agent may request or as may be necessary or appropriate in order to implement and effect fully the intentions, purposes and provisions of this Trademark Agreement, or to assure and confirm to the Administrative Agent the grant, perfection and priority of the Administrative Agent's security interest in the Pledged Trademarks.

11. TERMINATION; RELEASE.

At such time as all of the Obligations in respect of principal and interest with respect to Loans and all other Obligations have been finally paid and satisfied in full, any amounts including contingent Obligations in respect of Letters of Credit have been cash collateralized to the Administrative Agent's satisfaction and the Lenders have no further Commitment to advance new Loans or issue additional Letters of Credit, this Trademark Agreement shall terminate and the Administrative Agent shall, upon the written request and at the expense of the Grantors, execute and deliver to the Grantors all deeds, assignments and other instruments as may be necessary or proper to reassign and reconvey to and re-vest in the Grantors the entire right, title and interest to the Pledged Trademarks previously granted, assigned, transferred and conveyed to the Administrative Agent by the Grantors pursuant to this Trademark Agreement, as fully as if this Trademark Agreement had not been made, subject to any disposition of all or any part thereof that may have been made by the Administrative Agent pursuant hereto or the Security Agreement. Moreover, as soon as practicable following a sale or disposition of assets permitted in accordance with the terms of the Credit Agreement, the Administrative Agent shall release its liens on the Pledged Trademarks subject to such sale or disposition.

12. COURSE OF DEALING.

No course of dealing between the Grantors and the Administrative Agent, nor any failure to exercise, nor any delay in exercising, on the part of the Administrative Agent, any right, power or privilege hereunder or under the Security Agreement or any other agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

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13. EXPENSES.

Any and all fees, costs and expenses, of whatever kind or nature, including the reasonable attorneys' fees and expenses incurred by the Administrative Agent in connection with the preparation of this Trademark Agreement and all other documents relating hereto, the consummation of the transactions contemplated hereby or the enforcement hereof, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance or renewal fees, encumbrances, or otherwise protecting, maintaining or preserving the Pledged Trademarks, or in defending or prosecuting any actions or proceedings arising out of or related to the Pledged Trademarks, shall be borne and paid by the Grantors.

14. OVERDUE AMOUNTS.

Until paid, all amounts due and payable by the Grantors hereunder shall be a debt secured by the Pledged Trademarks and the other Collateral and shall bear, whether before or after judgment, interest at the rate of interest for overdue amounts set forth in the §6.11 of the Credit Agreement.

15. NO ASSUMPTION OF LIABILITY; INDEMNIFICATION.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, NEITHER THE ADMINISTRATIVE AGENT NOR ANY LENDER ASSUMES ANY LIABILITIES OF THE GRANTORS WITH RESPECT TO ANY CLAIM OR CLAIMS REGARDING THE GRANTORS' OWNERSHIP OR PURPORTED OWNERSHIP OF, OR RIGHTS OR PURPORTED RIGHTS ARISING FROM, ANY OF THE PLEDGED TRADEMARKS OR ANY USE, LICENSE OR SUBLICENSE THEREOF, WHETHER ARISING OUT OF ANY PAST, CURRENT OR FUTURE EVENT, CIRCUMSTANCE, ACT OR OMISSION OR OTHERWISE. ALL OF SUCH LIABILITIES SHALL BE EXCLUSIVELY THE RESPONSIBILITY OF THE GRANTORS, AND THE GRANTORS SHALL INDEMNIFY THE ADMINISTRATIVE AGENT AND THE LENDERS FOR ANY AND ALL COSTS, EXPENSES, DAMAGES AND CLAIMS, INCLUDING LEGAL FEES, INCURRED BY THE ADMINISTRATIVE AGENT OR ANY LENDER WITH RESPECT TO SUCH LIABILITIES.

16. NOTICES.

All notices and other communications made or required to be given pursuant to this Trademark Agreement shall be made in the manner set forth in §18.6 of the Credit Agreement.

17. AMENDMENT AND WAIVER.

This Trademark Agreement is subject to modification only by a writing signed by the Company, the Parent and the Administrative Agent (with the consent of the Required Lenders), except as provided in §5.2. The Administrative Agent shall not be deemed to have waived any right hereunder unless such waiver shall be in writing and signed by the Administrative Agent and the Required Lenders. A waiver on any one occasion shall not be construed as a bar to or waiver of any right on any future occasion.

18. GOVERNING LAW: CONSENT TO JURISDICTION.

THIS TRADEMARK AGREEMENT IS A CONTRACT UNDER THE LAWS OF THE STATE OF NEW YORK AND SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK. The Grantors agree that any suit for the enforcement of this Trademark Agreement may be brought in the courts of the State of New York or any federal court sitting therein and consent to the non-exclusive jurisdiction of such court and to service of process in any such suit being made upon the Grantors by mail at the address specified by reference in §16. The Grantors hereby waive any objection that they may now or hereafter have to the venue of any such suit or any such court or that such suit is brought in an inconvenient court.

19. WAIVER OF JURY TRIAL.

EACH OF THE ADMINISTRATIVE AGENT AND THE GRANTORS WAIVE THEIR RIGHT TO A JURY TRIAL WITH RESPECT TO ANY ACTION OR CLAIM ARISING OUT OF ANY DISPUTE IN CONNECTION WITH THIS TRADEMARK AGREEMENT, ANY RIGHTS OR OBLIGATIONS HEREUNDER OR THE PERFORMANCE OF ANY SUCH RIGHTS OR OBLIGATIONS. Except as prohibited by law, each Grantor waives any right which it may have to claim or recover in any litigation referred to in the preceding sentence any special, exemplary, punitive or consequential damages or any damages other than, or in addition to, actual damages. Each Grantor (i) certifies that neither the Administrative Agent or any Lender nor any representative, agent or attorney of the Administrative Agent or any Lender has represented, expressly or otherwise, that the Administrative Agent or any Lender would not, in the event of litigation, seek to enforce the foregoing waivers, and (ii) acknowledges that, in entering into the Credit Agreement and the other Loan Documents to which the Administrative Agent or any Lender is a party, the Administrative Agent and the Lenders are relying upon, among other things, the waivers and certifications contained in this §19.

20. MISCELLANEOUS.

The headings of each section of this Trademark Agreement are for convenience only and shall not define or limit the provisions thereof. This Trademark Agreement and all rights and obligations hereunder shall be binding upon the Grantors and their respective successors and assigns, and shall inure to the benefit of the Administrative Agent, the Lenders and their respective successors and assigns. In the event of any irreconcilable conflict between the provisions of this Trademark Agreement and the Credit Agreement, or between this Trademark Agreement and the Security Agreement, the provisions of the Credit Agreement or the Security Agreement, as the case may be, shall control. If any term of this Trademark Agreement shall be held to be invalid, illegal or unenforceable, the validity of all other terms hereof shall in no way be affected thereby, and this Trademark Agreement shall be construed and be enforceable as if such invalid, illegal or unenforceable term had not been included herein. The Grantors acknowledge receipt of a copy of this Trademark Agreement.

[Signature pages to follow]

IN WITNESS WHEREOF, this Trademark Agreement has been executed as of the day and year first above written.

EMMIS OPERATING COMPANY
EMMIS DUTCH BROADCASTING
CORPORATION
EMMIS INTERNATIONAL
BROADCASTING CORPORATION
EMMIS LATIN AMERICA
BROADCASTING CORPORATION
EMMIS LICENSE CORPORATION OF
NEW YORK
EMMIS LICENSE CORPORATION
EMMIS MEADOWLANDS
CORPORATION
EMMIS PUBLISHING CORPORATION
EMMIS RADIO CORPORATION
EMMIS RADIO LICENSE CORPORATION
EMMIS RADIO LICENSE CORPORATION
OF NEW YORK
EMMIS SOUTH AMERICA
BROADCASTING CORPORATION
EMMIS TELEVISION LICENSE
CORPORATION OF TOPEKA
EMMIS TELEVISION LICENSE
CORPORATION OF WICHITA
EMMIS TELEVISION LICENSE
CORPORATION
LOS ANGELES MAGAZINE HOLDING
COMPANY, INC.
MEDIATEX COMMUNICATIONS
CORPORATION
SJL OF KANSAS CORP.
TOPEKA TELEVISION CORPORATION
EMMIS INDIANA BROADCASTING, L.P.

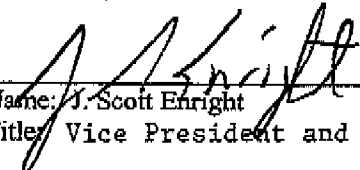
By: Emmis Operating Company, its General Partner

EMMIS TELEVISION BROADCASTING, L.P.

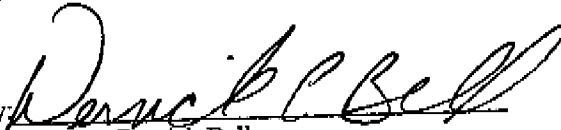
By: Emmis Operating Company, its General Partner

EMMIS PUBLISHING, L.P.

By: Emmis Operating Company, its General Partner

By: 
 Name: J. Scott Enright
 Title: Vice President and Secretary

BANK OF AMERICA, N.A., as Administrative
Agent

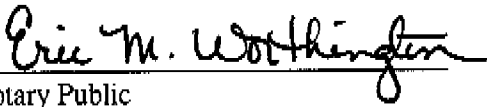
By: 
Name: Derrick Bell
Title: Vice President

Signature Page for Trademark Security Agreement

TRADEMARK
REEL: 002857 FRAME: 0624

STATE OF INDIANA)
)
COUNTY OF MARION) ss:

On the 6th day of May, in the year 2004 before me, the undersigned, a Notary Public in and for said state, personally appeared J. Scott Enright, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity (capacities), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.



Notary Public

Printed: Eric M. Worthington
My Commission Expires: March 29, 2011
My County of Residence: Marion

EXHIBIT 1

ASSIGNMENT OF TRADEMARKS AND SERVICE MARKS (U.S.)

WHEREAS, each of the persons listed on the signature page below (each an "Grantor"), has adopted and is using the trademarks and service marks identified opposite its name on the Annex hereto (with respect to each such Grantor, the "Marks"), and is the owner of the registrations of and pending registration applications for such Marks in the United States Patent and Trademark Office identified on such Annex; and

WHEREAS, _____, a _____, having a place of business at _____ (the "Assignee"), is desirous of acquiring the Marks and the registrations thereof and registration applications therefor;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, each Grantor does hereby assign, sell and transfer unto the Assignee all right, title and interest in and to its Marks, together with (i) the registrations of and registration applications for such Marks, (ii) the goodwill of the business symbolized by and associated with such Marks and the registrations thereof, (iii) that part of the Grantor's business in connection with which it has a bona fide intent to use those Marks that were filed on an intent-to-use basis and for which an Amendment to Allege Use or a Statement of Use has not yet been filed and accepted by the relevant Trademark Office or other governing authority, and (iv) the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to such Marks or the registrations thereof or such associated goodwill.

This Assignment of Trademarks and Service Marks (U.S.) is intended to and shall take effect as a sealed instrument at such time as the Assignee shall complete this instrument by inserting its name in the second paragraph above and signing its acceptance of this Assignment of Trademarks and Service Marks (U.S.) below.

[Signature pages to follow]

IN WITNESS WHEREOF, each of the Grantors, by its duly authorized officer, has executed this assignment, as an instrument under seal, on this ___ day of _____, 20__.

EMMIS OPERATING COMPANY
EMMIS DUTCH BROADCASTING CORPORATION
EMMIS INTERNATIONAL BROADCASTING CORPORATION
EMMIS LATIN AMERICA BROADCASTING CORPORATION
EMMIS LICENSE CORPORATION OF NEW YORK
EMMIS LICENSE CORPORATION
EMMIS MEADOWLANDS CORPORATION
EMMIS PUBLISHING CORPORATION
EMMIS RADIO CORPORATION
EMMIS RADIO LICENSE CORPORATION
EMMIS RADIO LICENSE CORPORATION OF NEW YORK
EMMIS SOUTH AMERICA BROADCASTING CORPORATION
EMMIS TELEVISION LICENSE CORPORATION OF TOPEKA
EMMIS TELEVISION LICENSE CORPORATION OF WICHITA
EMMIS TELEVISION LICENSE CORPORATION
LOS ANGELES MAGAZINE HOLDING COMPANY, INC.
MEDIATEX COMMUNICATIONS CORPORATION
SJL OF KANSAS CORP.
TOPEKA TELEVISION CORPORATION
EMMIS INDIANA BROADCASTING, L.P.
 By: Emmis Operating Company, its General Partner
EMMIS TELEVISION BROADCASTING, L.P.
 By: Emmis Operating Company, its General Partner
EMMIS PUBLISHING, L.P.
 By: Emmis Operating Company, its General Partner

By: _____
 Name: J. Scott Enright
 Title:

STATE OF NEW YORK

ss:

COUNTY OF NEW YORK

On the ____ day of _____, in the year _____ before me, the undersigned, a Notary Public in and for said state, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity (capacities), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public
My Commission Expires: _____

SCHEDULE A**TRADEMARKS AND TRADEMARK REGISTRATIONS****EMMIS RADIO CORPORATION**

Trademark Registrations

Mark	Registration Date	Registration Number
Q101 "THE SOLUTION" (stylized letters)	10/22/85	1,367,063
Q-101 (words only)	8/26/97	2,091,433
CD 101.9 Today's Cool Jazz	1/30/96	1,952,411
Double Your Salary	2/11/03	2,686,200
The Smoothest Place on Earth	5/26/98	2,160,476
WQCD	9/26/95	1,922,477
Smooth Cruise	3/28/00	2,335,536
Head of pig wearing sunglasses earphones and smoking a cigarette (design only)	10/05/82	1,211,859
St. Louis' Best Rock (words only)	12/28/82	1,222,068
Real Rock Radio (words only)	11/12/85	1,370,559
K-SHE-95 (words only)	7/9/85	1,348,574
KPWR (words only)	9/8/87	1,456,860

Power 106 FM (stylized letters)	5/12/87	1,439,522
KTAR 620	8/19/86	1,406,152
The First Name In News	4/1/97	2,049,291
The Mall	9/3/02	2,614,499
HOT 97	8/14/01	2,477,364
The 93.1 WNAP Raft Race ¹	1/12/99	2,217,491
Power of Hip Hop	2/25/03	2,691,140
ULTRACRIB	3/2/04	2,819,736
Hip Hop Symphony	8/27/02	2,611,930
Hip Hop Symphony and design	9/10/02	2,617,030
KTAR 620	8/19/86	1,406,152

Trademark Applications

Mark	Filing Date	Serial Number
THE ROCK	3/1/04	76/578,298
BIG PHAT RIDE	3/25/03	78/229,423
THE ROCK OF ST. LOUIS	3/1/04	76/578,297
ALTERNATRIP	1/8/04	78/349,281

¹ Owned by Emmis Indiana Radio LP.

EMMIS INDIANA BROADCASTING, L.P.

Trademark Registrations

Mark	Registration Date	Registration Number
Download The Dough	7/2/02	2,587,902
WNOU	2/27/01	2,431,658
WYXB	12/25/01	2,522,356
97.1 WENS	10/24/95	1,929,945
WENS	11/14/95	1,935,348
WIBC	12/1/98	2,207,182
WTHI	11/05/96	2,013,974
Rate A Mate	4/8/03	2,704,100

EMMIS PUBLISHING, L.P.

Trademark Registrations

Mark	Registration Date	Registration Number
Indianapolis Monthly (words only)	9/12/95	1,917,939
Atlanta (words only)	9/13/83	1,251,117
Atlanta (stylized letters)	9/13/83	1,251,118
Atlanta Magazine (words only)	7/31/62	735,488
Atlanta Magazine (words only)	7/29/97	2,083,254
Country Sampler	10/11/88	1,508,087
Country Sampler's Country Business	5/31/94	1,838,419
Cincinnati Magazine	12/15/98	2,211,138
Folkart Treasures	7/29/97	2,083,593
Folkart Treasures Country Marketplace	8/5/97	2,085,682
Country Marketplace	7/22/97	2,081,245
The Country Sampler Store	6/29/99	2,256,764
The Country Sampler Store (image)	7/6/99	2,259,026
Taste of Indianapolis	3/7/00	2,325,902
Texas Monthly	12/23/75	1,027,910

Behind the Lines	11/18/97	2,113,378
Texas Primer	1/18/00	2,310,020
Texas Monthly	6/6/00	2,355,473
Last Page	10/28/97	2,110,143
Texas Tour and Meeting Guide	9/9/97	2,094,074
Texas Bride	6/9/98	2,164,813
Planet Texas Design	2/9/99	2,222,976
Texas Tour Guide	4/13/99	2,239,972
Domain	1/21/86	1,379,148
Los Angeles (Stylized)	10/22/96	2,009,987
Best of LA	4/15/97	2,053,510
The Best of LA	5/10/94	1,835,407
California Weekends	10/24/89	1,562,838
Buzz	3/3/92	1,678,086
LA Style	6/23/87	1,444,072
Los Angeles Direct	12/14/99	2,301,092
The Arbiter	11/2/99	2,290,745
LA to Z	11/30/99	2,297,159
Street Smart	11/9/99	2,291,770
Los Angeles (Stylized)	8/31/99	2,273,997

LA Magazine	6/29/99	2,257,898
E Emmis Publishing and design	8/18/98	2,182,747
State Secrets	5/29/01	2,455,683
The Civil War CD-ROM	8/4/98	2,178,242
L.A. Style	4/22/97	2,054,150
Texas Monthly Biz	7/10/01	2,468,164
Texas Tour Guide	9/9/03	2,761,950
Texas Traveler	9/9/03	2,761,949
Texas Monthly Dining Guide Dallas Fort Worth	4/20/04	2,834,351
Atlanta Magazine Home	9/16/03	2,764,219
Decorate with Paint	12/10/02	2,658,639
Window & Wall Treatments	7/1/03	2,733,534
Kitchen & Bath Makeovers	2/25/03	2,691,760
Texas Monthly @ Your Service	4/8/03	2,704,776

Trademark Applications

Mark	Filing Date	Serial Number
Teen Atlanta	3/24/04	78/389,712
Cincinnati	2/20/04	78/371,457
E Emmis Books and Design	12/29/03	78/346,111
Texas Monthly How to be Texan	7/17/03	78/275,360
Texas Monthly Talks	6/23/03	78/266,009
The Atlanta Medical Guide	5/22/03	78/253,096
Texas Monthly Shops Houston	10/15/02	78/174,445
Texas Monthly Shops Dallas	10/15/02	78/174,440
Texas Monthly Dining Guide Houston	10/15/02	78/174,432
Buzz	10/14/02	78/174,212
Atlanta At Home	2/5/02	76/367,118
Atlanta Condo Collection	9/19/02	78/165,702
The Ultimate Intown Living Tour	9/25/02	78/167,659
Atlanta Condo Collection The Ultimate Intown Living Tour (design)	9/27/02	78/168,755

EMMIS TELEVISION BROADCASTING, L.P.

Trademark Registrations

Mark	Registration Date	Registration Number
Hawaiian Moving Company	9/4/84	1,293,388
KHON-TV	1/19/88	1,473,537
WFTX-TV	11/05/96	2,013,973
Clear, Accurate and To The Point	10/1/02	2,629,458

SJL OF KANSAS CORP.

Trademark Registrations

Mark	Registration Date	Registration Number
KSN	5/15/84	1,278,336

EMMIS OPERATING COMPANY

Trademark Applications

Mark	Filing Date	Serial Number
Great Media, Great People, Great Service	2/14/03	78/215,073

Trademark Registrations

Mark	Registration Date	Registration Number
E Emmis Broadcasting (words & design)	8/18/98	2,182,748
E Emmis Communications (words & design)	6/8/99	2,251,655
E Emmis Communications and Design	8/18/98	2,182,747
Job City USA	8/1/00	2,373,975
Co-op Consultant	12/22/87	1,469,677
Co-Opportunities	4/14/81	1,151,008
Jobcity	2/20/01	2,430,418
Marketpro	3/16/99	2,231,493
Scratch 'n Surf	3/26/02	2,552,119
Scratch N' Surf design	6/11/02	2,577,609
Great Media, Great People, Great Service	3/23/04	2,826,411
Power of Emmis	9/9/03	2,762,904

TRADEMARK AND SERVICE MARK LICENSES**EMMIS RADIO CORPORATION AS LICENSOR**

Mark	State/ Federal	Registration Number	Registration Date	Licensee	Title of Agreement	Date of Agreement
Hot 97	Federal	2,477,364	8/14/01	South Central Communications Corp (for use in Evansville, Indiana/Owen sboro, Kentucky)	License Agreement	3/6/03
Hot 97	Federal	2,477,364	8/14/01	American General Media Corp. (for use in Bakersfield, California)	License Agreement	7/2/01
Hot 97	Federal	2,477,364	8/14/01	Infinity Radio Inc. (for use in Hartford/New Britain, Connecticut)	License Agreement	9/30/01

TRADEMARK AND SERVICE MARK LICENSES**EMMIS RADIO CORPORATION AS LICENSEE**

Mark	State/Federal	Serial Number	Filing Date	Licensor	Title of Agreement	Date of Agreement
Red Radio	Federal	78/217,626	2/21/03	Infinity Broadcasting Corporation (for use in St. Louis, Missouri)	License Agreement	1/20/04
Red Radio	Federal	78/217,628	2/21/03	Infinity Broadcasting Corporation (for use in St. Louis, Missouri)	License Agreement	1/20/04

SCHEDULE A**TRADEMARKS AND TRADEMARK REGISTRATIONS****EMMIS RADIO CORPORATION**

Trademark Registrations

Mark	Registration Date	Registration Number
Q101 "THE SOLUTION" (stylized letters)	10/22/85	1,367,063
Q-101 (words only)	8/26/97	2,091,433
CD 101.9 Today's Cool Jazz	1/30/96	1,952,411
Double Your Salary	2/11/03	2,686,200
The Smoothest Place on Earth	5/26/98	2,160,476
WQCD	9/26/95	1,922,477
Smooth Cruise	3/28/00	2,335,536
Head of pig wearing sunglasses earphones and smoking a cigarette (design only)	10/05/82	1,211,859
St. Louis' Best Rock (words only)	12/28/82	1,222,068
Real Rock Radio (words only)	11/12/85	1,370,559
K-SHE-95 (words only)	7/9/85	1,348,574
KPWR (words only)	9/8/87	1,456,860

Power 106 FM (stylized letters)	5/12/87	1,439,522
KTAR 620	8/19/86	1,406,152
The First Name In News	4/1/97	2,049,291
The Mall	9/3/02	2,614,499
HOT 97	8/14/01	2,477,364
The 93.1 WNAP Raft Race ¹	1/12/99	2,217,491
Power of Hip Hop	2/25/03	2,691,140
ULTRACRIB	3/2/04	2,819,736
Hip Hop Symphony	8/27/02	2,611,930
Hip Hop Symphony and design	9/10/02	2,617,030
KTAR 620	8/19/86	1,406,152

Trademark Applications

Mark	Filing Date	Serial Number
THE ROCK	3/1/04	76/578,298
BIG PHAT RIDE	3/25/03	78/229,423
THE ROCK OF ST. LOUIS	3/1/04	76/578,297
ALTERNATRIP	1/8/04	78/349,281

¹ Owned by Emmis Indiana Radio LP.

EMMIS INDIANA BROADCASTING, L.P.

Trademark Registrations

Mark	Registration Date	Registration Number
Download The Dough	7/2/02	2,587,902
WNOU	2/27/01	2,431,658
WYXB	12/25/01	2,522,356
97.1 WENS	10/24/95	1,929,945
WENS	11/14/95	1,935,348
WIBC	12/1/98	2,207,182
WTHI	11/05/96	2,013,974
Rate A Mate	4/8/03	2,704,100

BUSDOCS/1308867.5

BUSDOCS/1308867.5

TRADEMARK
REEL: 002857 FRAME: 0643

Behind the Lines	11/18/97	2,113,378
Texas Primer	1/18/00	2,310,020
Texas Monthly	6/6/00	2,355,473
Last Page	10/28/97	2,110,143
Texas Tour and Meeting Guide	9/9/97	2,094,074
Texas Bride	6/9/98	2,164,813
Planet Texas Design	2/9/99	2,222,976
Texas Tour Guide	4/13/99	2,239,972
Domain	1/21/86	1,379,148
Los Angeles (Stylized)	10/22/96	2,009,987
Best of LA	4/15/97	2,053,510
The Best of LA	5/10/94	1,835,407
California Weekends	10/24/89	1,562,838
Buzz	3/3/92	1,678,086
LA Style	6/23/87	1,444,072
Los Angeles Direct	12/14/99	2,301,092
The Arbiter	11/2/99	2,290,745
LA to Z	11/30/99	2,297,159
Street Smart	11/9/99	2,291,770
Los Angeles (Stylized)	8/31/99	2,273,997

LA Magazine	6/29/99	2,257,898
E Emmis Publishing and design	8/18/98	2,182,747
State Secrets	5/29/01	2,455,683
The Civil War CD-ROM	8/4/98	2,178,242
L.A. Style	4/22/97	2,054,150
Texas Monthly Biz	7/10/01	2,468,164
Texas Tour Guide	9/9/03	2,761,950
Texas Traveler	9/9/03	2,761,949
Texas Monthly Dining Guide Dallas Fort Worth	4/20/04	2,834,351
Atlanta Magazine Home	9/16/03	2,764,219
Decorate with Paint	12/10/02	2,658,639
Window & Wall Treatments	7/1/03	2,733,534
Kitchen & Bath Makeovers	2/25/03	2,691,760
Texas Monthly @ Your Service	4/8/03	2,704,776

Trademark Applications

Mark	Filing Date	Serial Number
Teen Atlanta	3/24/04	78/389,712
Cincinnati	2/20/04	78/371,457
E Emmis Books and Design	12/29/03	78/346,111
Texas Monthly How to be Texan	7/17/03	78/275,360
Texas Monthly Talks	6/23/03	78/266,009
The Atlanta Medical Guide	5/22/03	78/253,096
Texas Monthly Shops Houston	10/15/02	78/174,445
Texas Monthly Shops Dallas	10/15/02	78/174,440
Texas Monthly Dining Guide Houston	10/15/02	78/174,432
Buzz	10/14/02	78/174,212
Atlanta At Home	2/5/02	76/367,118
Atlanta Condo Collection	9/19/02	78/165,702
The Ultimate Intown Living Tour	9/25/02	78/167,659
Atlanta Condo Collection The Ultimate Intown Living Tour (design)	9/27/02	78/168,755

SJL OF KANSAS CORP.

Trademark Registrations

Mark	Registration Date	Registration Number
KSN	5/15/84	1,278,336

**Recordation Form Cover Sheet
TRADEMARKS**

ITEM 1 (continuing information)

Name of convening party (ies):

**EMMIS OPERATING COMPANY
EMMIS DUTCH BROADCASTING CORPORATION
EMMIS INTERNATIONAL BROADCASTING CORPORATION
EMMIS LATIN AMERICA BROADCASTING CORPORATION
EMMIS LICENSE CORPORATION OF NEW YORK
EMMIS LICENSE CORPORATION
EMMIS MEADOWLANDS CORPORATION
EMMIS PUBLISHING CORPORATION
EMMIS RADIO CORPORATION
EMMIS RADIO LICENSE CORPORATION
EMMIS RADIO LICENSE CORPORATION OF NEW YORK
EMMIS SOUTH AMERICA BROADCASTING CORPORATION
EMMIS TELEVISION LICENSE CORPORATION OF TOPEKA
EMMIS TELEVISION LICENSE CORPORATION OF WICHITA
EMMIS TELEVISION LICENSE CORPORATION
LOS ANGELES MAGAZINE HOLDING COMPANY, INC.
MEDIATEX COMMUNICATIONS CORPORATION
SJL OF KANSAS CORP.
TOPEKA TELEVISION CORPORATION
EMMIS INDIANA BROADCASTING, L.P.
EMMIS TELEVISION BROADCASTING, L.P.
EMMIS PUBLISHING, L.P.**