

Form PTO-1594 (Rev. 03/05)  
OMB Collection 0651-0027 (exp. 6/30/2005)

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

# RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

### 1. Name of conveying party(ies):

Max Media of Hampton Roads LLC

- Individual(s)                       Association
- General Partnership               Limited Partnership
- Corporation- State: \_\_\_\_\_
- Other Limited Liability Company

Citizenship (see guidelines) Virginia

Additional names of conveying parties attached?  Yes  No

### 3. Nature of conveyance /Execution Date(s) :

Execution Date(s) March 24, 2005

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

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

Additional names, addresses, or citizenship attached?  Yes  No

Name: Guggenheim Corporate Funding, LLC

Internal \_\_\_\_\_

Address: \_\_\_\_\_

Street Address: 135 East 57th Street

City: New York

State: NY

Country: USA                              Zip: 10022

- Association    Citizenship \_\_\_\_\_
- General Partnership    Citizenship \_\_\_\_\_
- Limited Partnership    Citizenship \_\_\_\_\_
- Corporation    Citizenship \_\_\_\_\_
- Other LLC                      Citizenship Delaware

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)

### 4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) \_\_\_\_\_

B. Trademark Registration No.(s) \_\_\_\_\_

Additional sheet attached. \_\_\_\_\_

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):  
Additional sheet attached. \_\_\_\_\_

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

Name: Andrew Yoon

Internal Address: Weil Gotshal & Manges LLP

Street Address: 767 Fifth Avenue

City: New York

State: NY                              Zip: 10153

Phone Number: (212) 310-8000

Fax Number: (212) 310-8007

Email Address: andrew.yoon@weil.com

### 6. Total number of applications and registrations involved:

3

### 7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 90.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

### 8. Payment Information:

a. Credit Card    Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number 230800 4891

Authorized User Name Adene Hahn

### 9. Signature:

[Signature]  
Signature

4/11/05  
Date

Amanda Healy  
Name of Person Signing

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

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**Attachment to Recordation Form Coversheet****Trademarks Only***Trademark Registrations*

<u>Owner</u>	<u>Trademark Name</u>	<u>Registration No.</u>
Max Media of Hampton Roads LLC	WCMS	#1379598
Max Media of Hampton Roads LLC	Write It Down	#1378454
Max Media of Hampton Roads LLC	The Country Music Leader	#1425174

**TRADEMARK SECURITY AGREEMENT**, dated as of March 24, 2005, by MAX MEDIA OF HAMPTON ROADS LLC, a Virginia limited liability company (the "Grantor"), in favor of Guggenheim Corporate Funding, LLC, as Administrative Agent (in such capacity, the "Administrative Agent").

**WITNESSETH:**

WHEREAS, pursuant to the Credit Agreement, dated as of March 24, 2005, among MAX MEDIA LLC, a Virginia limited liability company ("Holdings"), MAX BROADCAST GROUP LLC, a Virginia limited liability company (the "Borrower"), the lenders from time to time parties thereto (the "Lenders"), WELLS FARGO FOOTHILL, INC., as revolving credit administrative agent (in such capacity, the "Revolving Credit Administrative Agent"), and the Administrative Agent, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, the Grantor is party to a Guarantee and Collateral Agreement, dated as of March 24, 2005, in favor of the Administrative Agent (the "Guarantee and Collateral Agreement") pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

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

**1. *Defined Terms***

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

**2. *Grant of Security Interest in Trademark Collateral***

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

- a. all of its Trademarks and Trademark Licenses to which it is a party, including, without limitation, those referred to on Schedule I hereto;
- b. all renewals of the foregoing;

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

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

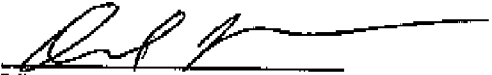
### **3. *Guarantee and Collateral Agreement***

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

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

MAX MEDIA OF HAMPTON ROADS  
LLC, a Virginia limited liability company,  
*as Grantor*

By:   
Name: David J. Wilhelm  
Title: Vice President and Assistant  
Secretary

ACCEPTED AND AGREED  
as of the date first above written:

GUGGENHEIM CORPORATE FUNDING, LLC,  
*as Administrative Agent*

By: \_\_\_\_\_  
Name:  
Title:


IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

MAX MEDIA OF HAMPTON ROADS LLC, a  
Virginia limited liability company,  
*as Grantor*

By: \_\_\_\_\_  
Name: David J. Wilhelm  
Title: Vice President and Assistant  
Secretary

ACCEPTED AND AGREED  
as of the date first above written:

GUGGENHEIM CORPORATE FUNDING, LLC,  
*as Administrative Agent*

By:   
Name: Todd Hearle  
Title: Attorney-in-Fact

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

ACKNOWLEDGMENT OF GRANTOR

STATE OF Virginia )  
City )  
COUNTY OF Virginia Beach ) ss.

On this 23<sup>rd</sup> day of March, 2005 before me personally appeared David J. Wilhelm, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of MAX MEDIA OF HAMPTON ROADS LLC, who being by me duly sworn did depose and say that he is an authorized officer of said company, that the said instrument was signed on behalf of said company as authorized by its sole member and that he acknowledged said instrument to be the free act and deed of said company.

Stacy Monroe  
Notary Public

My Commission Expires November 30, 2005

[ACKNOWLEDGEMENT OF GRANTOR FOR TRADEMARK SECURITY AGREEMENT]

**Schedule I  
to  
Trademark Security Agreement**

*Trademark Registrations*

<u>Owner</u>	<u>Trademark Name</u>	<u>Registration No.</u>	<u>Expiration Date</u>
Max Media of Hampton Roads LLC	WCMS	#1379598	1/21/06
Max Media of Hampton Roads LLC	Write It Down	#1378454	1/14/06
Max Media of Hampton Roads LLC	The Country Music Leader	#1425174	1/13/07